



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

September 7, 2017

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M ____
2nd ____
V ____

BOARD WORKSHOP

**1. WORKSHOP TO PROVIDE UPDATE ON THE PROGRESS ON THE
MODERNIZATION AND HVAC PROJECTS AT COURREGES AND
MASUDA SCHOOLS**

Assistant Superintendent, Business Services Christine Fullerton will be joined by Richard Ingrassia from Rachlin Partners for a update on the progress of the Modernization and HVAC Projects at Courreges and Masuda schools.

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. HUNTINGTON BEACH ASSISTANCE LEAGUE PRESENTATION OF LINKS TO LEARNING GRANTS

Huntington Beach Assistance League President Judy Blakenship will join members of the HB Assistance League in generously presenting over \$25,000 in grants to teachers and principals in the Fountain Valley School District through their Links to Learning program.

- RECESS

STAFF REPORTS AND PRESENTATIONS

3. UNAUDITED ACTUALS FOR FISCAL YEAR 2016-17 (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2016-17.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION**4. ACCEPT AND AWARD THE RFP FOR PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR MODERNIZATION AND HVAC PROJECT TO WEST COAST AIR CONDITIONING CO., INC.**M ____
2nd ____
V ____

The District issued a Request for Proposal (RFP) to solicit proposals from qualified contractors to modernize and install HVAC at two District school sites.

The District received four proposals from qualified contractors. All proposals were reviewed by the District team and the final selection was awarded to the proposal which resulted in the best value. The determination of best value was based on the objective criteria of personnel, capacity and methodology, relevant experience and past performance, preconstruction services, labor compliance, safety, local business outreach and participation, exceptions to the agreements and price.

Superintendent's Recommendation: It is recommended that the Board of Trustees accepts and awards the RFP for Preconstruction and Lease-Leaseback Services for Modernization and HVAC Services to West Coast Air Conditioning Co., Inc.

5. GLOBAL ADOPTION OF UPDATES TO BOARD POLICIES AND BOARD BYLAWS SINCE ADOPTION OF UPDATED BOARD POLICY MANUAL, JANUARY 2017 (SECOND READING AND ADOPTION)M ____
2nd ____
V ____

At the January 12, 2017 Board meeting, the Board of Trustees approved second reading and global adoption of an updated Board Policy Manual. This adoption followed extensive review and revision to our manual in order to ensure that all policies and Board bylaws were current. In order to continue this effort, staff is bringing policies and Board bylaws in need of revision since the review process.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve for second reading and adoption Global Adoption of Updates to Board Policies and Board Bylaws.

6. ADOPTION OF RESOLUTION 2018-10 ADOPT UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURESM ____
2nd ____
V ____

The Uniform Public Construction Cost Accounting Act (UPCCAA), enacted in 1983 under Public Contract Code Section 22000 et seq., permits local agencies to adopt procedures to allow for a raised forced account limit of up to \$45,000, and informal bidding procedures for public works projects up to \$175,000. A local agency voluntarily elects to become a participating agency through the adoption of a formal resolution. Board Policy and Administrative Regulation 3311.11 further describes the District's policies and informal bidding procedures.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-10 Adopt Uniform Public Construction Cost Accounting Procedures.

7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESSM ____
2nd ____
V ____

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 7-A.** Board Meeting Minutes from August 24th regular meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Warrants
- 7-D.** Purchase Order Listing
- 7-E.** Budget Adjustments
- 7-F.** Resolution 2018-11: Compensation to Trustee Ian Collins for missed meeting due to illness

Consent Items**7-G. UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2016-17**

Superintendent's Comments: It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2016-17 and the adjusted 2017-18 beginning balance.

7-H. RESOLUTION 2018-09: GANN AMENDMENT APPROPRIATIONS LIMITATION

Superintendent's Comments: It is recommended that the Governing Board adopts Resolution 2018-09, identifying the 2016-17 actual appropriation limit and the 2017-18 estimated appropriation limit.

7-I. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2018-A

Superintendent's Comments: It is recommended that the Board of Trustees approves settlement agreement 2018-A as described in the attached memo.

7-J. TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for July 1, 2017 through June 30, 2020 and authorizes the Superintendent or designee to sign

all documents.

7-K. AWARD THE AGREEMENT FOR PRECONSTRUCTION SERVICES FOR MODERNIZATION AND HVAC PROJECT TO WEST COAST AIR CONDITIONING CO., INC.

Superintendent's Comments: It is recommended that the Board of Trustees accepts and awards the Agreement for Preconstruction Services for Modernization and HVAC Services to West Coast Air Conditioning Co., Inc.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, October 12, 2017 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.

Board meeting of September 7, 2017



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **WORKSHOP TO PROVIDE AN UPDATE ON THE PROGRESS
ON THE MODERNIZATION AND HVAC PROJECTS AT
COURGEEES AND MASUDA SCHOOLS**
DATE: September 1, 2017

Background:

Assistant Superintendent, Business Services Christine Fullerton will be joined by Richard Ingrassia from Rachlin Partners for a update on the progress of the Modernization and HVAC Projects at Courreges and Masuda schools.



FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: ASSISTANCE LEAGUE PRESENTATION OF LINKS TO
LEARNING GRANTS
DATE: August 25, 2017

Background:

The Board of Trustees will welcome the Assistance League of Huntington Beach to present over \$25,000 in grants to teachers of the Fountain Valley School District. The grants are presented through the Assistance League's philanthropic program, Links to Learning.

The Assistance League raises funds through support of its thrift store, its annual spring fundraiser and generous community donations.

The Fountain Valley School District is very grateful to the Assistance League of Huntington Beach for these generous grants that will benefit our teachers and their students.

Board meeting of September 7, 2017



SO17-18/B18-4
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: Unaudited Actuals for Fiscal Year 2016-17 (Oral And Written)
DATE: September 1, 2017

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2016-17.



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **ACCEPT AND AWARD THE RFP FOR PRECONSTRUCTION
AND LEASE-LEASEBACK SERVICES FOR MODERNIZATION
AND HVAC PROJECT TO WEST COAST AIR CONDITIONING
CO., INC.**
DATE: September 1, 2017

Background:

The District issued a Request for Proposal (RFP) to solicit proposals from qualified contractors to modernize and install HVAC at two District school sites. The District received four proposals from qualified contractors. All proposals were reviewed by the District team and the final selection was awarded to the proposal which resulted in the best value. The determination of best value was based on the objective criteria of personnel, capacity and methodology, relevant experience and past performance, preconstruction services, labor compliance, safety, local business outreach and participation, exceptions to the agreements and price.

Fiscal Impact:

The scope of the work outlined in the RFP will be completed using proceeds from the Measure O general obligation bonds.

Recommendation:

It is recommended that the Board of Trustees accepts and awards the RFP for Preconstruction and Lease-Leaseback Services for Modernization and HVAC Services to West Coast Air Conditioning Co., Inc.



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **GLOBAL ADOPTION OF UPDATES TO BOARD POLICIES AND BOARD BYLAWS SINCE ADOPTION OF UPDATED BOARD POLICY MANUAL, JANUARY 2017 (SECOND READING AND ADOPTION)**
DATE: September 1, 2017

Background:

At the January 12, 2017 Board meeting, the Board of Trustees approved second reading and global adoption of an updated Board Policy Manual. This adoption followed extensive review and revision to our manual in order to ensure that all policies and Board bylaws were current. In order to continue this effort, staff is bringing policies and Board bylaws in need of revision since the review process.

The follow Board Policies and Board Bylaws are being revised and were brought to the Board for first reading at the August 24, 2017 meeting. With revisions as directed by the Board at this meeting, staff now requests that the Board approve the following revised policies and Board Bylaws for second reading and adoption:

0420 Comprehensive Safety Plan
0520.2 Title I Program Improvement Schools
0520.3 Title I Program Improvement Districts
1230 School-Connected Organizations
1340 Access to District Records
1312.3 Uniform Complaint Procedures
3230 Federal Grant Funds
3260 Fees and Charges
3270 Sale and Disposal of Books Equipment and Supplies
3311 Bids
3311.1 Uniform Public Construction Cost Accounting Procedures
3541.2 Transportation for Students With Disabilities
3553 Free and Reduced Price Meals
3555 Nutrition Program Compliance
3580 District Records
4112.2 Certification

4112.21 Interns
4113 Assignment
4121 Temporary-Substitute Personnel
4154 Health and Welfare Benefits
4312.1 Contracts
5030 Student Wellness
5111 Admission
5111 Admissions Update
5113 Absences and Excuses
5117 Interdistrict Attendance
5141.52 Suicide Prevention
5145.3 NonDiscrimination Harassment
5145.7 Sexual Harassment
5148 Child Care Development
5148.2 Before and After School Programs
5148.3 Preschool Early Childhood Education
6170.1 Transitional Kindergarten
6173 Education for Homeless Children
6174 Education for English Language Learners
6179 Supplemental Instruction
7214 General Obligation Bonds
9012 Board Member Electronic Communications
9222 Resignation
9240 Board Training
9270 Conflict of Interest
9321 Closed Session Purposes and Agendas
9323 Meeting Conduct
9323.2 Actions by the Board

Copies of the revisions to the above policies and Board bylaws are available in the Superintendent's Office. Please contact 714.843.3255 to request a copy.

Recommendation:

It is recommended that the Board of Trustees approves for second reading and adoption Global Adoption of Updates to Board Policies and Board Bylaws.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **ADOPTION OF RESOLUTION 2018-10 ADOPT UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**
DATE: September 1, 2017

Background:

The Uniform Public Construction Cost Accounting Act (UPCCAA), enacted in 1983 under Public Contract Code Section 22000 et seq., permits local agencies to adopt procedures to allow for a raised forced account limit of up to \$45,000, and informal bidding procedures for public works projects up to \$175,000. A local agency voluntarily elects to become a participating agency through the adoption of a formal resolution. Board Policy and Administrative Regulation 3311.11 further describes the District's policies and informal bidding procedures.

Fiscal Impact:

Participating in the Uniform Public Construction Cost Accounting Act allows for projects to be completed in a timely and cost effective manner as a result of the streamlined awards process, and a reduction in paperwork related to advertising and report filing.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-10 Adopt Uniform Public Construction Cost Accounting Procedures.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2018-10
ADOPT UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES**

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code Section 22000 et seq., the Uniform Public Contract Cost Accounting Act establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or on the contracting for construction of public projects;

NOW, THEREFORE, the Board of Trustees of the Fountain Valley School District hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Assistant Superintendent, Business Services notify the State Controller forthwith of this election.

I, Jim Cunneen , Clerk of the Board of Trustees of the Fountain Valley School District, do here by certify that the following resolution was duly passed and adopted by the Board

of Trustees of the Fountain Valley School District at a regular meeting thereof held this
7th day of September, 2017 by the following vote:

Ayes:

Nays:

Absent:

Clerk of the Board of Education
Fountain Valley School District

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

August 24, 2017

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

| | |
|-----------------|-------------------|
| Sandra Crandall | President |
| Lisa Schultz | President Pro Tem |
| Jim Cunneen | Clerk |
| Jeanne Galindo | Member |

| | |
|-------------|--------|
| Absent: | |
| Ian Collins | Member |

Motion: Mr. Cunneen moved to approve the meeting agenda including the addition to the Closed Session agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 4-0

BOARD WORKSHOPS

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton joined the Board for a discussion of the next steps and timeline in the process to sell the Crossroads Office Park. This is a two story, professional building owned by the District, the purpose of which was to generate an alternative revenue stream for the District's General Fund. Dr. Johnson began the workshop by providing a brief history of the Crossroads Building and work done to date to declare the property surplus and authorize the sale of the property, following the formation of an Advisory Committee and study of the property. He further explained District receipt of written notice from the County of Orange indicating their interest in the property. He also explained the District's obligation to engage in good-faith negotiations for 90 days with interested public

**WORKSHOP ON THE
NEXT STEPS IN THE
PROCESS TO SELL
CROSSROADS OFFICE
PARK**

agencies, noting that negotiations begin with a response to the agency indicating minimum price and conditions of sale. In addition, Mrs. Fullerton reviewed the broker opinion of value and its basis, including: market overview, CAP rate analysis, and market analysis. Based on these factors, the broker opinion of value is an asking price of \$175.00 per square foot or \$7,799,050. In closing, Mrs. Fullerton reviewed the timeline going forward.

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton joined the Board for a preliminary discussion of the process for annually allocating proceeds generated from the investment in Fund 40-41 and other alternative revenue streams.

DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41

Mrs. Fullerton opened the workshop by providing a review of the events leading to funds to invest in Fund 40. In addition, she explained that Fund 40 is the Special Reserve for Capital Outlay and the revenue in Fund 40 came from the sale of surplus properties. Sub-fund 40-41 was created when the Investment Portfolio was established to track the investment separately from the other funds in Fund 40. She further detailed how the funds in Fund 40-41 are invested, noting the Board's goals regarding the investment including highest yield and highest security. Mrs. Fullerton also reviewed the proceeds from Fund 40-41 over the past two years, including 2015-16 at \$308,219.38 and 2016-17 at \$405,421.83, through March 30th (noting that that Treasurer's Office is still completing the last quarter report). In addition, Dr. Johnson noted that the income in Fund 40-41 is subject to fluctuations in the economy, specifically interest fluctuations. Moreover, while the principal is secure, we don't know exactly the dollar figure of the yield until it is deposited. And lastly, the original dollars were generated from the sale of District property. He offered several items for Board discussion including: whether or not to create an annual timeline, the desire for a priority funding list, and funding mechanism. Following discussion, the Board reached consensus to direct staff to put together an annual timeline for Board consideration regarding the allocation of proceeds from Fund 40-41; indicated a preference for forward funding; and shared some items for consideration for a priority funding list. In addition, they directed staff to bring back items discussed tonight, in addition to items added by staff, for an activity intended to create a priority funding list.

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed

CLOSED SESSION

Session. Action was not anticipated. The following was addressed:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF
ALLEGIANCE

Mrs. Galindo led the Pledge of Allegiance.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz's activities since the last meeting included: Leadership Advance, noting that when you get so many together with the same passion, it further fuels the flames of that passion and invigorates all of our enthusiasm. She commended the great, positive energy in the room, noting that she was pleased to have had the opportunity to attend.

Mr. Cunneen's activities since the last meeting included: Leadership Advance, commending the staff involved and their presentations that day. He noted that it was a wonderful way to start the new year. He wished everyone the best for the school year, noting that we are poised for the best this year. In addition, he wished Dr. Johnson a happy birthday and thanked everyone for their well wishes and support regarding his wife, Mimi.

Mrs. Galindo's activities since the last meeting included: Leadership Advance, noting that it was a refreshing day, with surprises that she did not expect, including the opportunity to get to know two of our teachers better. She thoroughly enjoyed the day and continued to think about it days later.

Mrs. Crandall congratulated our 18 newly hired certificated staff. Her activities since the last meeting included: Leadership Advance, noting the apparent amount of thought, time and energy involved in the day. She commended senior staff. In addition, she enjoyed the new teacher orientation. She thanked the Trustees for their continued preparation and service.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve Global Adoption of Updates to Board Policies and Board Bylaws Since Adoption of Updated Board Policy Manual, January 2017 (First Reading).

Second: Mrs. Schultz

Mrs. Crandall shared one suggested edit to Board Bylaw 9323, which the Board reached consensus on and the revision will be included prior to the global adoption of updates being brought to the Board for second reading and adoption.

Vote: 4-0

Motion: Mr. Cunneen moved to approve Minimum Purchase Price for the Sale of the District's Crossroads Office Park Property.

Second: Mrs. Galindo

Vote: 4-0

Motion: Mrs. Galindo moved to adopt Resolution 2018-07 Education Protection Account (EPA) Funding and Spending Determinations for the 2017-18 Fiscal Year.

Second: Mrs. Schultz

Vote: 4-0

GLOBAL ADOPTION
OF UPDATES TO
BOARD POLICIES
AND BOARD BYLAWS
SINCE ADOPTION OF
UPDATED BOARD
POLICY MANUAL,
JANUARY 2017 (FIRST
READING)

APPROVAL OF
MINIMUM PURCHASE
PRICE FOR THE SALE
OF THE DISTRICT'S
CROSSROADS OFFICE
PARK PROPERTY

APPROVAL OF
RESOLUTION 2018-07
EDUCATION
PROTECTION
ACCOUNT (EPA)
FUNDING AND
SPENDING
DETERMINATIONS
FOR THE 2017-18
FISCAL YEAR

Motion: Mrs. Schultz moved to adopt the District Priorities. **ADOPTION OF
DISTRICT PRIORITIES**

Second: Mr. Cunneen

Vote: 4-0

Motion: Mrs. Galindo moved to approve the Consent Calendar. **CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS**

Second: Mrs. Schultz

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from July 13 regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Agreement for Professional Services with Atkinson, Andelson, Loya, Ruud & Romo
- Authorization to Use Anaheim Union High School District Bid (#2015-26 Dairy) for the Purchase of Dairy Products
- Approval of the Contract with Microsoft, Inc. for Office 365 Annual License
- Agreement with Corinne Loskot Consulting Inc., in Order to Assist with Obtaining State School Facilities Funding
- Agreement with Key Analytics for Analytical and Operational Support Services for Measure O Bond Funds
- Mandate Block Grant
- Capital Facilities Fund Developer Fees
- 2017-18 Copier and Risograph Maintenance Agreement
- Agreement with TLC Auctions for Disposal of District Surplus Property
- Approval of District Use of CMAS Contract with Advantage West for Procurement of Janitorial Supplies
- CSPP Contract 2017-18

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Mrs. Crandall Reminded the Board that students will be returning on September 6th and thus at our next meeting on September 7th we will return to business attire.

Dr. Johnson Commended Mrs. Lucchese for her efforts on the Leadership Advance. In addition, he commended Mrs. Abdel for her presentation, especially her delivery on the culture of our District, Mrs. Fullerton for her presentation, including her ability to make information accessible, and Dr. McLaughlin on his presentation, including his ability to build anticipation in his address. Moreover, he commended Dr. Hoefer and Danielle Zavala for the beautiful graphics created and the story that they enabled Dr. McLaughlin to tell. Dr. Johnson also commended the staff, and those at each of our sites for the reception for our new teachers and the bus tour this week. Additionally, he commended the professional development currently going on in our District, highlighting the scope and sequence presented to teachers on CGI earlier this week and the plan to build continuity amongst our teachers. Furthermore, he commended Mona Green and her embrace of CGI. He noted as well that Rena Bonifay has built an impressive unit for our preschools. In addition, he applauded the efforts of our middle school math teachers in their plan development this week. He celebrated the Educational Services Division, noting that they have built the strongest professional development he has ever seen. Moreover, he thanked and applauded SchoolsFirst for their generous support of our District, and our Leadership Advance. In closing, he commended our Board of Trustees for their support and their dedication to our students and District.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 7:25pm.

Second: Mr. Cunneen

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 7, 2017**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2017-2018 SCHOOL YEAR:

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>EFFECTIVE</u> |
|-------|----------------------|---------------------|-----------------|------------------|
| 1.1.1 | Swanson, Christopher | Middle School/Math | Masuda | 08/31/2017 |
| 1.1.2 | Durrah, Kristin | ELA/Social Science | Masuda | 08/31/2017 |
| 1.1.3 | Marley, Kayla | ELA/Social Science | Talbert | 08/31/2017 |
| 1.1.4 | Reza, Stephanie | Kindergarten | Tamura | 08/31/2017 |
| 1.1.5 | Rodriguez, Rachelle | Speech and Language | Newland | 08/31/2017 |
| 1.1.6 | Rivera, Elizabeth | Resource Specialist | Cox | 09/01/2017 |

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>EFFECTIVE</u> |
|-------|-----------------|----------------------|-----------------|------------------|
| 1.2.1 | Porzio, Michael | Middle School/ELA/SS | Masuda | 08/24/2017 |
| 1.2.2 | Eller, Nan | Speech & Language | Newland | 06/24/2017 |
| 1.2.3 | Takeuchi, Emily | Resource Specialist | Cox | 08/30/2017 |

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 7, 2017**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------|--------------------------|------------------|
| 2.1.1 | Shah, Pooja | District Office | Accountant | 09/01/2017 |
| 2.1.2 | Korhonen, Cayce | Courreges CDC | Preschool Instructor | 09/06/2017 |
| 2.1.3 | Lopez, Kelly | Cox | Library Media Technician | 09/06/2017 |
| 2.1.4 | Dao, Tina | District Office | Bilingual Translator | 09/06/2017 |

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|------------------|------------------------|---|------------------|
| 2.2.1 | Kaplan, Rochelle | Talbert | SDC | 06/24/2017 |
| 2.2.2 | Muscolo, Kathy | Tamura/District Office | Library Media Technician Senior Library Technician | 08/29/2017 |

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|---------------------|-----------------|-------------------------------|------------------|
| 2.3.1 | Palmer, Arik | District Office | Field Support/ Help Desk Tech | 06/30/2017 |
| 2.3.2 | Mena, Julian | Courreges | Instructional Assistant | 08/17/2017 |
| 2.3.3 | Smith, Jessica | Oka | IA SH/PH | 08/18/2017 |
| 2.3.4 | Melendez, Estefania | Cox | Preschool Instructor | 09/06/2017 |

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED LEAVE OF ABSENCES:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>REASON</u> | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------|-------------------|---------------|------------------|
| 2.4.1 | Smith, Damon | Talbert | Head Custodian | Medical | 07/11/2017 |
| 2.4.2 | Knight, Sharon | Plavan | IA SH/PH & ESP IA | Medical | 09/06/2017 |

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL**

September 7, 2017

| |
|------------------------------------|
| <i>EDUCATIONAL SERVICES</i> |
|------------------------------------|

3.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|-------------|--|---------------|----------------|-----------------|
| 3.1 | Heinemann | One day of Benchmark assessment system combo support, covering BAS 1 and BAS 2, for no more than 30 participants at Cox School (Cox) | \$3,200.00 | 010013232-5813 | August 31, 2017 |

REASON FOR LATE SUBMITTAL: Did not receive all the necessary information prior to the August Board Meeting.

4.0 CONFERENCE/WORKSHOP ATTENDANCE

| | <u>NAME</u> | <u>ATTENDING</u> | <u>LOCATION</u> | <u>COST</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|--|----------------------------|---------------------|-------------|----------------|----------------------------|
| 4.1 | ACSA Institute for New & Aspiring Principals | KAJDASZ, Jennifer (Fulton) | UCLA ~ Westwood, CA | \$500.00 | 012719275-5210 | June 26 thru June 30. 2017 |

REASON FOR LATE SUBMITTAL: Information not available for approval at prior Board Meetings.

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING SEPTEMBER 7, 2017**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 77444 - 77640

Dates: 8/1/2017 - 8/25/2017

| | | |
|---------|--------------------|------------|
| Fund 01 | General Fund | 381,957.85 |
| Fund 12 | Child Development | 13,906.07 |
| Fund 13 | Cafeteria | 2,174.23 |
| Fund 21 | GOB 2016 Election | 210,111.97 |
| Fund 25 | Capital Facilities | - |
| Fund 40 | Special Reserves | 16,387.37 |
| Fund 68 | Worker Comp | 150.00 |
| Fund 69 | Insurance | 381,296.78 |

| | | |
|--------------|-----------|---------------------|
| TOTAL | \$ | 1,005,984.27 |
|--------------|-----------|---------------------|

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20M4041 | HARBOR DIESEL AND EQUIPMENT IN | 3,000.00 | 3,000.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20M4043 | EBERHARD EQUIPMENT | 1,000.00 | 1,000.00 | 012899390 4343 | Gardening / Gardening Supplies |
| L20M4045 | R JENSEN CO INC. | 14,500.00 | 14,500.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4046 | R JENSEN CO INC. | 5,400.00 | 5,400.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4047 | CITY OF FOUNTAIN VALLEY | 500.00 | 500.00 | 012869390 5860 | Maintenance / Permits & Fees |
| L20M4048 | TIME AND ALARM SYSTEMS INC. | 2,772.00 | 2,520.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| | | | 252.00 | 014869390 5645 | STAR Building DO-Routine Maint / Outside Srvs-Repairs & |
| L20M4068 | NORM'S REFRIGERATION & ICE EQU | 218.19 | 218.19 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4071 | VILLAGE NURSERIES | 374.43 | 374.43 | 012899390 4343 | Gardening / Gardening Supplies |
| L20M4072 | HILLYARD / LOS ANGELES | 1,513.71 | 1,513.71 | 012889390 4347 | Custodial / Repair & Upkeep Equip Supplies |
| L20M4073 | OREGRO SEEDS INC | 242.44 | 242.44 | 012899390 4343 | Gardening / Gardening Supplies |
| L20M4074 | TURF STAR INC. | 1,350.00 | 1,350.00 | 012899390 4347 | Gardening / Repair & Upkeep Equip Supplies |
| L20M4075 | NATIONAL CONSTRUCTION RENTALS | 1,091.35 | 1,091.35 | 012899390 5645 | Gardening / Outside Srvs-Repairs & Mainten |
| L20M4077 | KYA SERVICES LLC | 3,400.00 | 3,400.00 | 014869390 5645 | STAR Building DO-Routine Maint / Outside Srvs-Repairs & |
| L20M4078 | SURPLUS TWO WAY RADIOS | 6,000.00 | 6,000.00 | 012869390 5910 | Maintenance / Communications - Telephones |
| L20M4079 | MOBILE SOLUTIONS SERVICES INC | 400.00 | 400.00 | 012869390 5910 | Maintenance / Communications - Telephones |
| L20M4101 | BIG D SUPPLIES | 462.75 | 462.75 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4103 | BIG D SUPPLIES | 244.46 | 244.46 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4104 | ADVANCED GAS PRODUCTS | 74.29 | 74.29 | 012869390 4345 | Maintenance / Maintenance Supplies |
| L20M4105 | BUDGET BLINDS | 2,371.46 | 2,371.46 | 014869390 5645 | STAR Building DO-Routine Maint / Outside Srvs-Repairs & |
| L20M4106 | NORTHSTAR AV | 1,065.86 | 1,065.86 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4108 | ATLAS SHEET METAL INC. | 540.00 | 540.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4109 | TIME AND ALARM SYSTEMS INC. | 1,225.00 | 1,225.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4110 | FOREST PLYWOOD SALES | 1,028.86 | 1,028.86 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4111 | HOME DEPOT | 532.29 | 532.29 | 012869390 4440 | Maintenance / RPLC Equip \$500-\$5000 |
| L20M4112 | ATLAS SHEET METAL INC. | 6,460.00 | 6,460.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20R0166 | SCHOOL SPECIALTY | 2,000.00 | 2,000.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| L20R0167 | SCHOOL SPECIALTY | 9,000.00 | 9,000.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R0168 | SCHOOL SPECIALTY | 300.00 | 300.00 | 010144988 4310 | ASB Donations Instr - Masuda / Instructional Supplies |
| L20R0169 | SCHOOL SPECIALTY | 500.00 | 500.00 | 012734949 4327 | Health Supplies - Masuda / Health Supplies |
| L20R0170 | SOUTHWEST SCHOOL AND OFFICE SU | 700.00 | 700.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R0171 | SDI INNOVATIONS INC | 2,288.83 | 2,288.83 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20R0172 | B E PUBLISHING | 1,598.00 | 1,598.00 | 010144989 5826 | Donations - Masuda / Licensing/Software,Maint/Supp |
| L20R0174 | RENAISSANCE LEARNING INC | 9,640.75 | 9,640.75 | 010114955 5826 | Title I - Masuda / Licensing/Software,Maint/Supp |
| L20R0175 | KOCE-TV FOUNDATION | 1,263.25 | 1,263.25 | 010114955 5826 | Title I - Masuda / Licensing/Software,Maint/Supp |
| L20R0182 | APPERSON INC. | 984.97 | 984.97 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R0232 | CDWG | 1,662.43 | 1,662.43 | 012109076 4410 | E-Rate / Fixed Assets \$500-\$5000 |
| L20R0256 | PCMG INC | 187.59 | 187.59 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0257 | SEHI COMPUTER PRODUCTS | 9,227.46 | 9,227.46 | 010019961 4410 | Medi-Cal Billing-Instructional / Fixed Assets \$500-\$5000 |
| L20R0258 | SEHI COMPUTER PRODUCTS | 6,563.07 | 5,328.75 | 010019961 4399 | Medi-Cal Billing-Instructional / Equipment Under \$500 |
| | | | 1,234.32 | 010019961 4410 | Medi-Cal Billing-Instructional / Fixed Assets \$500-\$5000 |
| L20R0259 | SCHOOL HEALTH CORPORATION | 668.68 | 668.68 | 012739962 4410 | Medi-Cal Billing-Nurses / Fixed Assets \$500-\$5000 |
| L20R0260 | MACGILL FIRST AID | 391.50 | 391.50 | 012739962 4327 | Medi-Cal Billing-Nurses / Health Supplies |
| L20R0261 | SCHOOL HEALTH CORPORATION | 43.34 | 43.34 | 012739962 4327 | Medi-Cal Billing-Nurses / Health Supplies |
| L20R0262 | OFFICE DEPOT | 209.58 | 209.58 | 012299963 4310 | Medi-Cal Billing-Psychologists / Instructional Supplies |
| L20R0263 | NORTHERN SPEECH SERVICES INC. | 1,013.41 | 1,013.41 | 010019962 4310 | Medi-Cal Billing - S&L / Instructional Supplies |
| L20R0264 | MHS INC. | 400.00 | 400.00 | 012299963 4322 | Medi-Cal Billing-Psychologists / Testing Supplies |
| L20R0268 | CDWG | 620.04 | 620.04 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0269 | CDWG | 558.76 | 558.76 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0270 | ARIEL SUPPLY INC. | 466.11 | 466.11 | 012739962 4320 | Medi-Cal Billing-Nurses / Computer Supplies |
| L20R0271 | APPLE COMPUTER ORDER DEPARTMEN | 1,145.79 | 5.00 | 010019961 4410 | Medi-Cal Billing-Instructional / Fixed Assets \$500-\$5000 |
| | | | 1,140.79 | 010019962 4410 | Medi-Cal Billing - S&L / Fixed Assets \$500-\$5000 |
| L20R0272 | APPLE COMPUTER ORDER DEPARTMEN | 171.83 | 171.83 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0273 | APPLE COMPUTER ORDER DEPARTMEN | 877.83 | 877.83 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0274 | CDWG | 127.18 | 127.18 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R0276 | VOYAGER SOPRIS LEARNING INC | 3,806.25 | 3,806.25 | 010113255 5826 | Title I - Cox / Licensing/Software,Maint/Supp |
| L20R0279 | SEHI COMPUTER PRODUCTS | 28,548.68 | 26,154.00 | 010011089 4399 | Donations - Tamura / Equipment Under \$500 |
| | | | 2,394.68 | 010011089 4410 | Donations - Tamura / Fixed Assets \$500-\$5000 |
| L20R0284 | VOYAGER SOPRIS LEARNING INC | 3,027.92 | 3,027.92 | 011235675 4220 | State Standards Discrt-READING / Unadopted Textbooks Ref |
| L20R0286 | PARADIGM HEALTHCARE SERVICES | 6,000.00 | 6,000.00 | 012289961 5813 | MAA - Administration / Consultant |
| L20R0290 | LEVEL 27 MEDIA | 1,602.84 | 1,602.84 | 010019189 4325 | Donations - Superintendent / Office Supplies |
| L20R0291 | OFFICE DEPOT | 452.49 | 452.49 | 012719165 4325 | Superintendent / Office Supplies |
| L20R0294 | GENDY-SHAKER, ELIZABETH | 800.00 | 800.00 | 010019961 5813 | Medi-Cal Billing-Instructional / Consultant |
| L20R0295 | AMAZON.COM LLC | 39.38 | 39.38 | 012059385 4325 | Publications / Office Supplies |
| L20R0297 | ARIEL SUPPLY INC. | 502.86 | 420.70 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20R0297 | *** CONTINUED *** | | | | |
| | | | 82.16 | 012849380 4325 | Fiscal Services / Office Supplies |
| L20R0298 | XCELL INC. | 60.00 | 60.00 | 012109078 4347 | Tech/Media Office Operation / Repair & Upkeep Equip Supplies |
| L20R0299 | CSA INTERNATIONAL INC. | 723.00 | 723.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20R0300 | LEVEL 27 MEDIA | 799.31 | 799.31 | 012719385 4325 | Purchasing / Office Supplies |
| L20R0301 | REGENTS OF THE UNIVERSITY OF C | 55,440.00 | 55,440.00 | 010055175 5210 | State Standards-MATH / Travel, Conference, Workshop |
| L20R0302 | AMAZON.COM LLC | 639.93 | 639.93 | 012719275 4410 | Educational Services Admin / Fixed Assets \$500-\$5000 |
| L20R0304 | TURNITIN LLC | 35,497.00 | 35,497.00 | 010055275 5813 | State Standards-ELA / Consultant |
| L20R0305 | SOUTHWEST SCHOOL AND OFFICE SU | 1,500.00 | 1,500.00 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| L20R0307 | SEHI COMPUTER PRODUCTS | 42,240.25 | 2,160.00 | 010059078 4399 | Basic-Technology / Equipment Under \$500 |
| | | | 18,960.13 | 010059078 4410 | Basic-Technology / Fixed Assets \$500-\$5000 |
| | | | 16,443.00 | 010142929 4399 | Sch Site Instr - Fulton / Equipment Under \$500 |
| | | | 4,677.12 | 010142929 4410 | Sch Site Instr - Fulton / Fixed Assets \$500-\$5000 |
| L20R0309 | WESTMINSTER SCHOOL DISTRICT | 29,988.78 | 29,988.78 | 010189277 7141 | ScienceWorks - Transfer/Age / Excess Costs/Deficit Pay-Schls |
| L20R0310 | LYNDE-ORDWAY COMPANY | 271.88 | 271.88 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |
| L20R0311 | PRO ED INC. | 10,579.14 | 10,579.14 | 010019961 4310 | Medi-Cal Billing-Instructional / Instructional Supplies |
| L20R0313 | LEVEL 27 MEDIA | 244.69 | 244.69 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| L20R0315 | LITTLEBITS ELECTRONICS INC. | 7,283.37 | 7,283.37 | 010013189 4310 | Donations - Gisler / Instructional Supplies |
| L20R0317 | LEVEL 27 MEDIA | 38.06 | 38.06 | 012869390 4325 | Maintenance / Office Supplies |
| L20R0318 | AMAZON.COM LLC | 1,897.88 | 570.12 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| | | | 1,327.76 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| L20R0321 | SOUTHWEST SCHOOL AND OFFICE SU | 4,000.00 | 4,000.00 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| L20R0323 | HOME DEPOT | 1,000.00 | 1,000.00 | 010143838 4311 | Sch Site Instr - Talbert / Elective Supplies |
| L20R0324 | SOUTHWEST SCHOOL AND OFFICE SU | 1,000.00 | 1,000.00 | 010143838 4311 | Sch Site Instr - Talbert / Elective Supplies |
| L20R0332 | METRO BUSINESS SOLUTIONS INC. | 2,088.00 | 2,088.00 | 012719385 5645 | Purchasing / Outside Srvs-Repairs & Mainten |
| L20R0333 | METRO BUSINESS SOLUTIONS INC. | 16,013.44 | 15,538.44 | 010019380 5645 | School Equipment / Outside Srvs-Repairs & Mainten |
| | | | 475.00 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |
| L20R0334 | METRO BUSINESS SOLUTIONS INC. | 10,800.00 | 10,800.00 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |
| L20R0335 | XEROX CORPORATION | 151,129.00 | 151,129.00 | 010019380 6410 | School Equipment / Equipment-Furniture/Computers |
| L20R0337 | CENTRAL DRUG SYSTEM | 1,485.00 | 1,485.00 | 012719470 5820 | Personnel Department / Physical Exam, Drug testing |
| L20R0339 | LEVEL 27 MEDIA | 43.50 | 43.50 | 012724949 4325 | Sch Site Admin - Masuda / Office Supplies |
| L20R0340 | SEHI COMPUTER PRODUCTS | 10,672.56 | 10,492.56 | 010143838 4399 | Sch Site Instr - Talbert / Equipment Under \$500 |
| | | | 180.00 | 010143838 5899 | Sch Site Instr - Talbert / Other Operating Expenses |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
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FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20R0349 | LEVEL 27 MEDIA | 43.50 | 43.50 | 012722929 4325 | Sch Site Admin - Fulton / Office Supplies |
| L20R0350 | SOUTHWEST SCHOOL AND OFFICE SU | 2,000.00 | 2,000.00 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| L20R0351 | RALPHS GROCERY COMPANY | 2,000.00 | 2,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| L20R0352 | SMART & FINAL | 2,500.00 | 2,500.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| L20R0353 | HOME DEPOT | 1,000.00 | 1,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| L20R0354 | WOODCRAFT | 1,000.00 | 1,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| L20R0355 | STAPLES | 2,000.00 | 2,000.00 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| L20R0358 | STAPLES | 1,000.00 | 1,000.00 | 012722929 4325 | Sch Site Admin - Fulton / Office Supplies |
| L20R0360 | SEHI COMPUTER PRODUCTS | 5,167.50 | 5,167.50 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| L20R0366 | MODERNTECH INC | 685.13 | 685.13 | 012109078 4347 | Tech/Media Office Operation / Repair & Upkeep Equip Supplie |
| L20R0367 | SOUTHWEST SCHOOL AND OFFICE SU | 3,000.00 | 3,000.00 | 010013737 4310 | Sch Site Instr - Oka / Instructional Supplies |
| L20R0368 | RENAISSANCE LEARNING INC | 3,858.00 | 3,858.00 | 010113755 5826 | Title I - Oka / Licensing/Software,Maint/Supp |
| L20R0369 | ADVANTAGE OPTICS | 386.06 | 386.06 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| L20R0370 | OFFICE DEPOT | 246.85 | 246.85 | 010142989 4399 | Donations - Fulton / Equipment Under \$500 |
| L20R0371 | METRO BUSINESS SOLUTIONS INC. | 5,066.97 | 5,066.97 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |
| L20R0375 | SOUTHWEST SCHOOL AND OFFICE SU | 14,007.50 | 14,007.50 | 010014040 4310 | Sch Site Instr - Plavan / Instructional Supplies |
| L20R0382 | STAPLES | 30.85 | 30.85 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| L20R0383 | HEINEMANN | 3,200.00 | 3,200.00 | 010013232 5813 | Sch Site Instr - Cox / Consultant |
| L20R0389 | ORANGE COUNTY REGISTER | 296.24 | 296.24 | 012849380 4325 | Fiscal Services / Office Supplies |
| L20R0390 | ORANGE COUNTY REGISTER | 1,885.86 | 1,885.86 | 012719380 5825 | Business Department / Advertising |
| L20R0391 | AMERICAN RED CROSS | 210.00 | 210.00 | 012724949 5210 | Sch Site Admin - Masuda / Travel, Conference, Workshop |
| L20R0394 | HEINEMANN | 1,715.43 | 1,715.43 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R0396 | ATKINSON ANDELSON LOYA RUDD & | 1,500.00 | 1,500.00 | 012159470 5830 | Personnel - Legal Services / Legal Fees |
| L20R0402 | ATHLON I.A. LLC | 399.00 | 399.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R0404 | HEINEMANN | 1,104.38 | 1,104.38 | 010013737 4310 | Sch Site Instr - Oka / Instructional Supplies |
| L20R0405 | FOUNTAIN VALLEY SCHOOL DISTRIC | 5,662.43 | 5,662.43 | 012849380 5450 | Fiscal Services / Other Insurance |
| L20R0406 | EDUCATIONAL DATA SYSTEMS | 174.00 | 174.00 | 010028055 4322 | Intervention-Instruction / Testing Supplies |
| L20R0408 | SOUTHWEST SCHOOL AND OFFICE SU | 29.66 | 29.66 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| L20R0411 | SCHOOL SERVICES OF CALIFORNIA | 3,660.00 | 3,660.00 | 012849380 5813 | Fiscal Services / Consultant |
| L20R0412 | SOUTHWEST SCHOOL AND OFFICE SU | 8,700.00 | 8,700.00 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| L20R0416 | ROCHESTER 100 INC | 679.68 | 679.68 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| L20R0417 | SOUTHWEST SCHOOL AND OFFICE SU | 484.56 | 484.56 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| L20S8000 | VERITIV | 14,676.50 | 14,676.50 | 011000000 9320 | Revenue Limit - State Revenues / STORES |

FOUNTAIN VALLEY SD
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|-----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20S8001 | ADVANTAGE WEST INVESTMENT ENTE | 15,851.75 | 15,851.75 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8002 | LEVEL 27 MEDIA | 561.15 | 561.15 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8003 | CANNON SPORTS | 1,031.76 | 1,031.76 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8004 | P & R PAPER SUPPLY COMPANY | 1,874.55 | 1,874.55 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8005 | EMPIRE CLEANING SUPPLY | 8,638.34 | 8,638.34 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8006 | GRAINGER INC. | 436.06 | 436.06 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8007 | UNITED HEALTH SUPPLIES | 2,043.23 | 2,043.23 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8008 | ADVANTAGE WEST INVESTMENT ENTE | 7,896.88 | 7,896.88 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8009 | INDUSTRIAL FORMULATORS INC. | 576.63 | 576.63 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8010 | HILLYARD / LOS ANGELES | 173.92 | 173.92 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8011 | SOUTHWEST SCHOOL AND OFFICE SU | 148.77 | 148.77 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8012 | SCHOOL SPECIALTY | 78.30 | 78.30 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| Fund 01 Total: | | 666,274.14 | 666,274.14 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20M4102 | HOME DEPOT | 461.60 | 461.60 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R0312 | KNOTT'S BERRY FARM | 4,027.01 | 4,027.01 | 120016398 5812 | ESP-Summer Camp Instructional / Admission Costs |
| L20R0322 | LENOVO (UNITED STATES) INC. | 2,392.48 | 2,392.48 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R0341 | DEPARTMENT OF SOCIAL SERVICES | 363.00 | 363.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0342 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0343 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0344 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0345 | DEPARTMENT OF SOCIAL SERVICES | 484.00 | 484.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0346 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0347 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120016198 5899 | State Preschool Instructional / Other Operating Expenses |
| L20R0348 | DEPARTMENT OF SOCIAL SERVICES | 242.00 | 242.00 | 120017598 5899 | Child Dev Cntr Preschool Instr / Other Operating Expenses |
| L20R0359 | ORANGE COUNTY DEPARTMENT OF ED | 1,000.00 | 1,000.00 | 120017598 5210 | Child Dev Cntr Preschool Instr / Travel, Conference, Worksho |
| L20R0372 | LAKESHORE LEARNING MATERIALS | 108.75 | 108.75 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R0373 | SURPLUS TWO WAY RADIOS | 1,425.70 | 1,425.70 | 120016098 4399 | Extended School Instructional / Equipment Under \$500 |
| Fund 12 Total: | | 11,714.54 | 11,714.54 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20R0292 | CALIFORNIA SCHOOL NUTRITION AS | 655.00 | 655.00 | 133207380 5210 | Cafeteria Fund / Travel, Conference, Workshop |
| L20R0361 | CLEARBROOK FARMS INC | 45,000.00 | 45,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| L20R0362 | SHAMROCK FOODS COMPANY | 27,000.00 | 27,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| L20R0385 | STAPLES | 54.36 | 54.36 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| L20R0392 | SOUTHWEST SCHOOL AND OFFICE SU | 154.99 | 154.99 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| | Fund 13 Total: | 72,864.35 | 72,864.35 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20R0376 | DIVISION OF THE STATE ARCHITEC | 500.00 | 500.00 | 213014980 6220 | GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld |
| L20R0377 | DIVISION OF THE STATE ARCHITEC | 500.00 | 500.00 | 213014780 6220 | GOB, ELECTION 2016-Courreges / Architect/Engineer |
| L20R0378 | DIVISION OF THE STATE ARCHITEC | 40,450.00 | 40,450.00 | 213014780 6220 | GOB, ELECTION 2016-Courreges / Architect/Engineer |
| L20R0379 | DIVISION OF THE STATE ARCHITEC | 44,050.00 | 44,050.00 | 213014980 6220 | GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld |
| | Fund 21 Total: | 85,500.00 | 85,500.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|-----------------------|---------------------|---------------------------|---------------------------|---|
| L20M4044 | A GOOD SIGN | 14,900.00 | 14,900.00 | 402863790 5899 | Modernization - Oka / Other Operating Expenses |
| L20R0397 | MOBILE MODULAR | 46,200.00 | 6,600.00 | 402861090 6299 | Modernization - Tamura / Other Building & Improvement |
| | | | 13,200.00 | 402862990 6299 | Modernization - Fulton / Other Building & Improvement |
| | | | 26,400.00 | 402864990 6299 | Modernization - Masuda / Other Building & Improvement |
| | Fund 40 Total: | 61,100.00 | 61,100.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/07/2017

FROM 08/01/2017 TO 08/29/2017

| <u>PO</u> <u>NUMBER</u> | <u>VENDOR</u> | <u>PO</u> <u>TOTAL</u> | <u>ACCOUNT</u> <u>AMOUNT</u> | <u>ACCOUNT</u> <u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------------|---------------|---------------------------|---------------------------------|---------------------------------|------------------------------------|
| Total Account Amount: | | | 897,453.03 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/07/2017**

FRO 08/01/2017 TO 08/29/2017

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|---------------------------------------|---------------------|--------------------------|---------------------------|--|
| L20M4050 | SOUTHERN CALIFORNIA MATERIAL H | 6,277.05 | +757.05 | 012859385 4347 | Warehouse / Repair & Upkeep Equip Supplies |
| L20M4061 | TURF STAR INC. | 1,131.19 | +581.19 | 012899390 4347 | Gardening / Repair & Upkeep Equip Supplies |
| L20R0233 | SCHOOL HEALTH CORPORATION | 2,922.92 | -2,703.56 | 010239275 4310 | School Nurse Expansion Project / Instructional Supplies |
| | | | +2,872.92 | 010239275 4410 | School Nurse Expansion Project / Fixed Assets \$500-\$5000 |
| L20R0246 | ORANGE COUNTY DEPARTMENT OF ED | 4,000.00 | +300.00 | 012719385 5818 | Purchasing / Courier Service |
| Fund 01 Total: | | | +1,807.60 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/07/2017**

FRO 08/01/2017 TO 08/29/2017

| <u>PO</u> <u>NUMBE</u> | <u>VENDOR</u> | <u>PO</u> <u>TOTAL</u> | <u>CHANGE</u> <u>AMOUNT</u> | <u>ACCOUNT</u> <u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------------|---------------|---------------------------|--------------------------------|---------------------------------|------------------------------------|
|---------------------------|---------------|---------------------------|--------------------------------|---------------------------------|------------------------------------|

| | | | | | |
|-----------------------|--|--|-----------|--|--|
| Total Account Amount: | | | +1,807.60 | | |
|-----------------------|--|--|-----------|--|--|

FOUNTAIN VALLEY SD

Reference #:

2017 44

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

| Object | Description | FROM | TO |
|-----------------------|--------------------------------|-------------------|---------------------|
| 1100 | TEACHERS' SALARIES | | 5,741.00 |
| 2100 | INSTRUCTIONAL AIDES' SALARIES | | 1,102.00 |
| 3101 | STRS-CERTIFICATED POSITIONS | | 722.00 |
| 3202 | PERS-CLASSIFIED | | 153.00 |
| 3313 | MEDICARE-CERTIFICATED | | 84.00 |
| 3314 | MEDICARE-CLASSIFIED | | 16.00 |
| 3354 | ALTERNATIVE RETIRE-CLASSIFIED | | 14.00 |
| 3356 | OASDI-CLASSIFIED | | 69.00 |
| 3501 | SUI-CERTIFICATED | | 4.00 |
| 3601 | WORKERS'COMP-CERTIFICATED | | 130.00 |
| 3602 | WORKERS'COMP-CLASSIFIED | | 25.00 |
| 4200 | BOOKS OTHER THAN TEXTBOOKS | | 1,371.00 |
| 4300 | MATERIALS & SUPPLIES | 272.00 | 14,227.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | | 11,071.00 |
| 7142 | Excess Costs/County Offices | | 74.00 |
| 7612 | IFT BETWEEN GEN,&SPEC.RES.FUND | | 6,742.00 |
| 7619 | IFT-TRFS OUT ALL OTHER IFTs | | 750,000.00 |
| 8000 | REVENUE LIMIT SOURCES | 216,135.00 | 757,910.00 |
| 8600 | LOCAL INCOME | 272.00 | 35,827.00 |
| 8900 | INCOMING TRANSFERS | | 410,670.00 |
| 9711 | NONSPENDABLE REVOLVING CASH | | 10,000.00 |
| 9712 | NONSPENDABLE STORES | | 8,402.99 |
| 9790 | UNASSIGNED/UNAPPROPRIATED | 775,144.99 | 999,678.36 |
| Subfund Total: | | 991,823.99 | 3,014,033.35 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 45

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

| Object | Description | FROM | TO |
|-----------------------|------------------------------|-----------------|-----------------|
| 9713 | NONSPENDABLE PREPAID EXPENSE | | 1,954.00 |
| 9740 | RESTRICTED BALANCE | 1,954.00 | |
| Subfund Total: | | 1,954.00 | 1,954.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200_____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 46

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

| Object | Description | FROM | TO |
|-----------------------|---------------------|-----------------|-----------------|
| 9712 | NONSPENDABLE STORES | | 1,998.96 |
| 9740 | RESTRICTED BALANCE | 1,998.96 | |
| Subfund Total: | | 1,998.96 | 1,998.96 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 47

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|-------------------|----------------------|
| 5800 | PROF/CONS SERV & OPER EXPENSE | 265,127.00 | 530,254.00 |
| 8900 | INCOMING TRANSFERS | 265,127.00 | 21,265,127.00 |
| 9740 | RESTRICTED BALANCE | 265,127.00 | 21,000,000.00 |
| Subfund Total: | | 795,381.00 | 42,795,381.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 48

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.

| Object | Description | FROM | TO |
|-----------------------|--------------------|-------------|------------------|
| 8900 | INCOMING TRANSFERS | | 6,742.00 |
| 9780 | OTHER ASSIGNMENTS | | 6,742.00 |
| Subfund Total: | | 0.00 | 13,484.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200_____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 49

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6769 INSURANCE HEALTH/WELFARE

| Object | Description | FROM | TO |
|-----------------------|------------------------------|-------------------|-------------------|
| 7619 | IFT-TRFS OUT ALL OTHER IFTs | | 410,670.00 |
| 9713 | NONSPENDABLE PREPAID EXPENSE | | 16,313.44 |
| 9790 | UNASSIGNED/UNAPPROPRIATED | 426,983.44 | |
| Subfund Total: | | 426,983.44 | 426,983.44 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200_____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2017 39

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 1100 | TEACHERS' SALARIES | 4.00 | 13,383.00 |
| 2200 | CLASSIFIED SUPPORT | | 115.00 |
| 2400 | CLERICAL & OFFICE SALARIES | 3.00 | 45.00 |
| 2900 | OTHER CLASSIFIED SALARIES | | 106.00 |
| 3101 | STRS-CERTIFICATED POSITIONS | | 1,258.00 |
| 3202 | PERS-CLASSIFIED | | 9.00 |
| 3313 | MEDICARE-CERTIFICATED | | 182.00 |
| 3353 | ARP-CERTIFICATED | | 22.00 |
| 3501 | SUI-CERTIFICATED | | 2.00 |
| 3601 | WORKERS'COMP-CERTIFICATED | | 307.00 |
| 4300 | MATERIALS & SUPPLIES | 37,405.00 | 30,854.00 |
| 4400 | NONCAPITALIZATION EQUIPMENT | 10,956.00 | 854.00 |
| 5200 | TRAVEL & CONFERENCES | 20.00 | |
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | | 400.00 |
| 5712 | Direct Cost - Postage | 103.00 | |
| 5713 | Direct Cost-Printing & Reprod | 1,148.00 | 726.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 27,092.00 | 27,742.00 |
| 9790 | UNASSIGNED/UNAPPROPRIATED | | 726.00 |
| Subfund Total: | | 76,731.00 | 76,731.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 40

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 2100 | INSTRUCTIONAL AIDES' SALARIES | 8,093.00 | |
| 2200 | CLASSIFIED SUPPORT | 2,068.00 | |
| 5200 | TRAVEL & CONFERENCES | 702.00 | |
| 6200 | BUILDING AND IMPROVE OF BLDGS | 2,068.00 | 4,136.00 |
| 7350 | TRANSFER INDIRECT COST IFT | | 8,795.00 |
| Subfund Total: | | 12,931.00 | 12,931.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 41

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

| Object | Description | FROM | TO |
|-----------------------|--------------------------------|------------------|------------------|
| 4700 | FOOD | 5,107.00 | 10,214.00 |
| 5200 | TRAVEL & CONFERENCES | 4,763.00 | |
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | | 580.00 |
| 5750 | Direct Cost - Printing & Repro | 344.00 | |
| 6400 | EQUIPMENT | 580.00 | |
| Subfund Total: | | 10,794.00 | 10,794.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 42

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 6768 INSURANCE-WCI

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|---------------|---------------|
| 2400 | CLERICAL & OFFICE SALARIES | | 1.00 |
| 3202 | PERS-CLASSIFIED | 1.00 | |
| 4300 | MATERIALS & SUPPLIES | | 215.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 215.00 | |
| Subfund Total: | | 216.00 | 216.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2017 43

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 6769 INSURANCE HEALTH/WELFARE

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 3401 | HEALTH & WELFARE-CERTIFICATED | 17,770.00 | |
| 7619 | IFT-TRFS OUT ALL OTHER IFTs | | 17,770.00 |
| Subfund Total: | | 17,770.00 | 17,770.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/07/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

cf: Board Bylaw 9250



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Unaudited Actuals for Fiscal Year Ending 2016-17**
DATE: August 28, 2017

Background:

Attached is a comparison of the Fountain Valley School District's unaudited actuals for the fiscal year ending June 30, 2017 and the 2017-18 budget. The full unaudited actuals report was sent under separate cover. The total general fund ending balance is \$14.3 million, of which \$1.7 million is restricted. The 2016-17 ending fund balance is \$684,587 higher than the estimated total at budget adoption. The difference in the ending balance is a result of lower than estimated expenditures in salaries, books & supplies and other services. The District has met all of the requirements outlined in AB1200. All of the District's funds reflect a positive ending balance.

The 2017-18 budget reflects only the difference in the projected ending fund balance. Increases/decreases in revenue and expenditures affecting the budget will be addressed at the first interim reporting period in December 2017.

Recommendation:

It is recommended that the Board of Trustees approve the unaudited actuals for fiscal year 2016-17 and the adjusted 2017-18 beginning balance.

Fountain Valley Elementary School District

Unaudited Actuals as Compared to Estimated Actuals

| | | Unrestricted | | | | Restricted | | | | Combined | | | |
|--|-----------|---------------|---------------|--------------|-----------------------|---------------|---------------|--------------|-----------------------|--------------|---------------|----------------|-----------------------|
| A. Revenues | | 2016-17 EA | 2016-17 UA | Delta | % of Exp, xfers, uses | 2016-17 EA | 2016-17 UA | Delta | % of Exp, xfers, uses | 2016-17 EA | 2016-17 UA | Delta | % of Exp, xfers, uses |
| 1) LCFF Sources | 8010-8099 | \$47,516,151 | \$47,540,947 | \$ 24,796 | 0.0% | \$0 | \$0 | \$ - | 0.0% | \$47,516,151 | \$47,540,947 | \$ 24,796 | 0.0% |
| 2) Federal Sources | 8100-8299 | \$0 | \$0 | \$ - | 0.0% | \$1,902,310 | \$1,858,142 | \$ (44,168) | -0.1% | \$1,902,310 | \$1,858,142 | \$ (44,168) | -0.1% |
| 3) Other State Revenue | 8300-8599 | \$2,457,851 | \$2,473,011 | \$ 15,160 | 0.0% | \$2,501,418 | \$2,550,966 | \$ 49,548 | 0.1% | \$4,959,269 | \$5,023,977 | \$ 64,708 | 0.1% |
| 4) Other Local Revenue | 8600-8799 | \$923,829 | \$1,132,417 | \$ 208,588 | 0.4% | \$4,468,734 | \$4,343,638 | \$ (125,096) | -0.2% | \$5,392,563 | \$5,476,054 | \$ 83,491 | 0.2% |
| 5) Total, Revenues | | \$50,897,831 | \$51,146,375 | \$ 248,544 | 0.4% | \$8,872,462 | \$8,752,746 | \$ (119,716) | -0.2% | \$59,770,293 | \$59,899,120 | \$ 128,827 | 0.2% |
| | | | | | | | | | | | | | |
| B. Expenditures | | | | | | | | | | | | | |
| 1) Certificated Salaries | 1000-1999 | \$23,074,159 | \$22,895,761 | \$ (178,398) | -0.3% | \$5,122,684 | \$5,069,324 | \$ (53,360) | -0.1% | \$28,196,843 | \$27,965,085 | \$ (231,758) | -0.4% |
| 2) Classified Salaries | 2000-2999 | \$6,391,484 | \$6,279,194 | \$ (112,290) | -0.2% | \$3,507,470 | \$3,444,412 | \$ (63,058) | -0.1% | \$9,898,954 | \$9,723,606 | \$ (175,348) | -0.3% |
| 3) Employee Benefits | 3000-3999 | \$8,307,086 | \$8,155,557 | \$ (151,529) | -0.3% | \$4,524,907 | \$4,449,619 | \$ (75,288) | -0.1% | \$12,831,993 | \$12,605,176 | \$ (226,817) | -0.4% |
| 4) Books & Supplies | 4000-4999 | \$1,416,892 | \$1,141,739 | \$ (275,153) | -0.5% | \$650,629 | \$609,518 | \$ (41,111) | -0.1% | \$2,067,521 | \$1,751,257 | \$ (316,264) | -0.6% |
| 5) Services/Other Oper Expenditures | 5000-5999 | \$1,914,433 | \$1,783,928 | \$ (130,505) | -0.2% | \$1,879,248 | \$1,682,657 | \$ (196,591) | -0.4% | \$3,793,681 | \$3,466,585 | \$ (327,096) | -0.6% |
| 6) Capital Outlay | 6000-6999 | \$561,257 | \$562,251 | \$ 994 | 0.0% | \$95,188 | \$107,346 | \$ 12,158 | 0.0% | \$656,445 | \$669,597 | \$ 13,152 | 0.0% |
| 7) Other Outgo (exclude indirect Cost Transfers) | 7100-7299 | \$58,835 | \$58,909 | \$ 74 | 0.0% | \$491,815 | \$491,187 | \$ (628) | 0.0% | \$550,650 | \$550,096 | \$ (554) | 0.0% |
| 8) Other Outgo - Indirect Costs Transfers | 7300-7399 | (\$133,269) | (\$226,182) | \$ (92,913) | -0.2% | \$17,613 | \$102,546 | \$ 84,933 | 0.2% | (\$115,656) | (\$123,635) | \$ (7,979) | 0.0% |
| Total Expenditures | | \$41,590,877 | \$40,651,157 | \$ (939,720) | -1.7% | \$16,289,554 | \$15,956,609 | \$ (332,945) | -0.6% | \$57,880,431 | \$56,607,766 | \$ (1,272,665) | -2.3% |
| | | | | | | | | | | | | | |
| C. Excess (Deficiency) Revenues- Expenditures | | \$9,306,954 | \$10,495,218 | \$ 1,188,264 | 2.1% | (\$7,417,092) | (\$7,203,863) | \$ 213,229 | 0.4% | \$1,889,862 | \$3,291,354 | \$ 1,401,492 | 2.5% |
| | | | | | | | | | | | | | |
| D. Other Financing Sources/Uses | | | | | | | | | | | | | |
| 1) Interfund transfers | | | | | | | | | | | | | |
| a) Transfers In | 8900-8929 | \$410,670 | \$410,670 | \$ - | 0.0% | \$0 | \$0 | \$ - | 0.0% | \$410,670 | \$410,670 | \$ - | 0.0% |
| b) Transfers Out | 7600-7629 | (\$620,837) | (\$1,337,742) | \$ (716,905) | -1.3% | \$0 | \$0 | \$ - | 0.0% | (\$620,837) | (\$1,337,742) | \$ (716,905) | -1.3% |
| 2) Other Sources/Uses | | | | | | | | | | | | | |
| a) Sources | 8930-8979 | \$0 | \$0 | \$ - | 0.0% | \$0 | \$0 | \$ - | 0.0% | \$0 | \$0 | \$ - | 0.0% |
| b) Uses | 7630-7699 | \$0 | \$0 | \$ - | 0.0% | \$0 | \$0 | \$ - | 0.0% | \$0 | \$0 | \$ - | 0.0% |
| 3) Contributions | 8980-8999 | (\$7,332,836) | (\$7,122,922) | \$ 209,914 | 0.4% | \$7,332,836 | \$7,122,922 | \$ (209,914) | -0.4% | \$0 | \$0 | \$ - | 0.0% |
| 4) Total, Other Financing Sources/Uses | | (\$7,543,003) | (\$8,049,994) | \$ (506,991) | -0.9% | \$7,332,836 | \$7,122,922 | \$ (209,914) | -0.4% | (\$210,167) | (\$927,072) | \$ (716,905) | -1.3% |
| | | | | | | | | | | | | | |
| E. Net Increase (Decrease) Fund Bal | | \$1,763,951 | \$2,445,223 | \$ 681,272 | 1.2% | (\$84,256) | (\$80,941) | \$ 3,315 | 0.0% | \$1,679,695 | \$2,364,282 | \$ 684,587 | 1.2% |
| | | | | | | | | | | | | | |
| F. Beginning Fund Balance | | \$10,206,795 | \$10,206,794 | | 0.0% | \$1,743,108 | \$1,743,109 | | 0.0% | \$11,949,903 | \$11,949,903 | | 0.0% |
| G. Audit Adjustments | | \$0 | \$0 | | 0.0% | \$0 | \$0 | | 0.0% | \$0 | \$0 | | 0.0% |
| H. Ending Fund Balance | | \$11,970,746 | \$12,652,017 | \$ 681,271 | 1.2% | \$1,658,852 | \$1,662,168 | \$ 3,316 | 0.0% | \$13,629,598 | \$14,314,185 | \$ 684,587 | 1.2% |

**FOUNTAIN VALLEY SCHOOL DISTRICT
2016-17 UNAUDITED ACTUALS & 2017-18 ADOPTED BUDGET
GENERAL FUND**

| REVENUES | Actuals 2016-17 | Budget 2017-18 |
|---|---------------------|---------------------|
| <u>INCOME BY SOURCE</u> | | |
| <u>8011-8095 LOCAL CONTROL FUNDING FORMULA SOURCES</u> | | |
| INCOME ACCOUNT NUMBER | | |
| 8011 Principal Apportionment-State Aid | \$16,868,250 | \$18,006,373 |
| 8012 Education Protection Account - State Aide | \$3,171,824 | \$3,735,011 |
| 8019 Prior Year Adjustment to Rev. Limit | (\$29,375) | \$0 |
| 8021 Homeowners' Exemption | \$142,044 | \$142,043 |
| 8022 Timber Yield Tax | \$2 | \$3 |
| 8041 Secured Roll Taxes | \$22,161,742 | \$22,333,396 |
| 8042 Unsecured Roll Taxes | \$696,696 | \$706,759 |
| 8043 Prior Years' Taxes | \$245,579 | \$250,622 |
| 8044 Supplemental Taxes | \$709,826 | \$663,141 |
| 8045 Education Revenue Augmentation (ERAF) | \$2,740,414 | \$2,273,671 |
| 8047 Community Redevelopment Funds | \$1,333,946 | \$1,092,200 |
| 8091 Current Year LCFF Transfer | (\$500,000) | (\$500,000) |
| TOTAL: LOCAL CONTROL FUNDING FORMULA SOURCES | \$47,540,947 | \$48,703,219 |
| <u>8110-8290 FEDERAL REVENUES</u> | | |
| 8181 Special Education Entitlement PL94-142 | \$1,075,770 | \$1,007,467 |
| 8182 Federal Preschool Grant PL94-157 | \$131,268 | \$133,375 |
| 8290 Other Federal Revenue | \$651,104 | \$787,552 |
| TOTAL: Federal Revenues | \$1,858,142 | \$1,928,394 |
| <u>8311-8590 OTHER STATE REVENUES</u> | | |
| 8550 Mandated Costs | \$1,505,775 | \$176,189 |
| 8560 Lottery | \$1,267,234 | \$1,171,698 |
| 8590 STRS on Behalf Contribution | \$2,110,447 | \$2,426,481 |
| 8590 All Other State Revenue | \$140,521 | \$141,171 |
| TOTAL: Other State Revenues | \$5,023,977 | \$3,915,539 |
| <u>8615-8799 OTHER LOCAL REVENUES</u> | | |
| 8625 Community Redevelopment Fund | \$175,211 | \$0 |
| 8650 Leases/Rentals | \$295,249 | \$295,249 |
| 8660 Interest | \$149,675 | \$105,500 |
| 8675 Transportation Services | \$27,646 | \$25,000 |
| 8677 Interagency Revenues Fees | \$28,696 | \$28,816 |
| 8699 Other Local Income | \$1,413,872 | \$901,882 |
| 8791 Special Education | \$3,385,707 | \$3,363,038 |
| TOTAL: Other Local Revenues | \$5,476,055 | \$4,719,485 |
| REVENUE TOTAL | \$59,899,121 | \$59,266,637 |
| <u>INTERFUND TRANSFERS</u> | | |
| 8919 Other Authorized Interfund Transfers In | \$410,670 | \$412,230 |
| 7600-7629 Transfers Out | \$1,337,742 | \$213,621 |
| TOTAL: Revenue and Transfers In | \$58,972,049 | \$59,465,246 |
| BEGINNING BALANCE | \$11,949,903 | \$14,314,186 |
| Audit Adjustment | | |
| TOTAL RESOURCES AVAILABLE | \$70,921,953 | \$73,779,432 |

**FOUNTAIN VALLEY SCHOOL DISTRICT
2016-17 UNAUDITED ACTUALS & 2017-18 ADOPTED BUDGET
GENERAL FUND**

| EXPENDITURES | Actuals 2016-17 | Budget 2017-18 |
|--|--------------------|-------------------|
| <u>1000 Certificated Salaries</u> | | |
| 1100 Teachers | \$23,744,920 | \$24,130,181 |
| 1200 Principals/Assistant Principals | \$1,355,856 | \$1,337,083 |
| 1300 Supervisors | \$2,862,160 | \$2,860,657 |
| 1900 Other Certificated Salaries | \$2,149 | \$2,111 |
| Subtotal | \$27,965,085 | \$28,330,032 |
| <u>2000 Classified Salaries</u> | | |
| 2100 Instructional Aides | \$2,725,557 | \$2,803,039 |
| 2200 Classified Support | \$3,304,765 | \$3,348,090 |
| 2300 Classified Supervisors' and Administrators | \$918,563 | \$908,793 |
| 2400 Clerical, Technical and Office | \$2,407,747 | \$2,389,436 |
| 2900 Other Classified Salaries | \$366,975 | \$378,023 |
| Subtotal | \$9,723,606 | \$9,827,381 |
| <u>3000 Employee Benefits</u> | | |
| 3100 State Teachers' Retirement System (STRS) | \$5,621,741 | \$6,507,006 |
| 3200 Public Employees' Retirement System (PERS) | \$1,175,579 | \$1,328,508 |
| 3300 OASDI/Medicare | \$1,053,138 | \$1,321,551 |
| 3400 Health & Welfare | \$3,695,966 | \$3,673,555 |
| 3500 State Unemployment Insurance | \$18,272 | \$24,162 |
| 3600 Workers' Compensation Insurance | \$850,751 | \$832,250 |
| 3700 Retiree Benefits | \$170,417 | \$195,684 |
| 3900 Other Fringe Benefits | \$19,311 | \$32,349 |
| Subtotal | \$12,605,176 | \$13,915,065 |
| <u>4000 Books & Supplies</u> | | |
| 4100 Textbooks | \$137,045 | \$280,555 |
| 4200 Other Books | \$16,804 | \$10,717 |
| 4300 Instructional Material & Supplies | \$1,411,037 | \$1,945,343 |
| 4400 Noncapitalization Equipment | \$186,371 | \$208,136 |
| Subtotal | \$1,751,257 | \$2,444,751 |
| <u>5000 Services & Other Operating Expenses</u> | | |
| 5100 Instructional Consultants/Lecturers | \$280,496 | \$0 |
| 5200 Travel/Conference | \$152,459 | \$170,110 |
| 5300 Dues/Memberships | \$20,203 | \$21,933 |
| 5400 Insurance | \$291,959 | \$307,056 |
| 5500 Utilities/Housekeeping | \$231,444 | \$875,021 |
| 5600 Rentals/Leases/Repairs | \$751,205 | \$763,335 |
| 5700 Direct Costs for Interfund Services | (\$21,125) | (\$23,750) |
| 5800 Other Services & Operating Expenses | \$1,579,817 | \$2,149,449 |
| 5900 Communications | \$180,127 | \$197,650 |
| Subtotal | \$3,466,585 | \$4,460,804 |
| <u>6000 Capital Outlay</u> | | |
| 6100 Sites & Improvements of Sites | \$22,071 | \$73,216 |
| 6200 Buildings & Improvements of Buildings | \$421,845 | \$67,412 |
| 6400 Equipment | \$225,681 | \$0 |
| Subtotal | \$669,597 | \$140,628 |
| SUBTOTAL: Expenditures | \$56,181,305 | \$59,118,661 |
| <u>7000 Other Outgo</u> | | |
| 7141 Tuition, Excess Costs & or Deficit Payments | \$489,160 | \$475,693 |
| 7142 Payments to County Office | \$60,936 | \$74,957 |
| 7350 Interfund Transfers of Support Costs | (\$123,635) | (\$116,078) |
| Subtotal | \$426,461 | \$434,572 |
| TOTAL EXPENDITURES AND OTHER OUTGO | \$56,607,766 | \$59,553,233 |
| ENDING BALANCE | \$14,314,186 | \$14,226,199 |



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Resolution 2018-09 – GANN Amendment Appropriations Limitation**
DATE: August 28, 2017

Background:

According to Education Code Sections 1629 and 42132, each year governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriations limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$33.8 million for 2016-17. The estimated appropriation limit for 2017-18 is \$35.1 million. The calculation of the appropriation limit is available for public review in the Business Services Office.

Recommendation:

It is recommended that the Governing Board adopts **RESOLUTION 2018-09**, identifying the 2016-17 actual appropriation limit and the 2017-18 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2018-09
GANN AMENDMENT
APPROPRIATIONS LIMIT**

WHEREAS, Article XIII B of California Constitution provides certain limitations and controls on the total annual appropriations of any school district; and

WHEREAS, Division 9, (commencing with Section 7900) of Title 1 of the Government Code, provides for the implementation of Article XIII B; and

WHEREAS, Government Code Section 7900 provides that the governing body of each school district shall annually adopt a resolution to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

NOW, THEREFORE, the Board of Trustees of the FOUNTAIN VALLEY SCHOOL DISTRICT hereby resolves and declares as follows:

The actual appropriations limit for 2016-17 was \$33,827,578, and the appropriations in the 2016-17 budget did not exceed the limitation imposed by Article XIII B of the California Constitution.

The appropriations limit for 2017-18 is estimated to be \$35,075,815, and the appropriations in the 2017-18 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED, that the documentation used in determining the appropriations limit shall be available to the public at 10055 Slater Avenue, Fountain Valley, California.

ADOPTED ON THIS 7th DAY OF SEPTEMBER 2017.

SIGNED _____

Jim Cunneen
Clerk, Board of Trustees

Fountain Valley, California
County of Orange, State of California

| | 2016-17 Calculations | | | 2017-18 Calculations | | |
|---|-------------------------------|--------------|-------------------------|-------------------------------|--------------|-------------------------|
| | Extracted Data | Adjustments* | Entered Data/ Totals | Extracted Data | Adjustments* | Entered Data/ Totals |
| A. PRIOR YEAR DATA (2015-16 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE) | 2015-16 Actual | | | 2016-17 Actual | | |
| 1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column) | 32,097,194.38 | | 32,097,194.38 | | | 33,827,577.88 |
| 2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column) | 6,206.88 | | 6,206.88 | | | 6,208.33 |
| ADJUSTMENTS TO PRIOR YEAR LIMIT | Adjustments to 2015-16 | | | Adjustments to 2016-17 | | |
| 3. District Lapses, Reorganizations and Other Transfers | | | | | | |
| 4. Temporary Voter Approved Increases | | | | | | |
| 5. Less: Lapses of Voter Approved Increases | | | | | | |
| 6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5) | | 0.00 | | | | 0.00 |
| 7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above) | | | | | | |
| B. CURRENT YEAR GANN ADA (2016-17 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district) | 2016-17 P2 Report | | | 2017-18 P2 Estimate | | |
| 1. Total K-12 ADA (Form A, Line A6) | 6,208.33 | | 6,208.33 | 6,208.33 | | 6,208.33 |
| 2. Total Charter Schools ADA (Form A, Line C9) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2) | | | 6,208.33 | | | 6,208.33 |
| C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED | 2016-17 Actual | | | 2017-18 Budget | | |
| TAXES AND SUBVENTIONS (Funds 01, 09, and 62) | | | | | | |
| 1. Homeowners' Exemption (Object 8021) | 142,043.56 | | 142,043.56 | 142,043.00 | | 142,043.00 |
| 2. Timber Yield Tax (Object 8022) | 2.06 | | 2.06 | 3.00 | | 3.00 |
| 3. Other Subventions/In-Lieu Taxes (Object 8029) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 4. Secured Roll Taxes (Object 8041) | 22,161,741.53 | | 22,161,741.53 | 22,333,396.00 | | 22,333,396.00 |
| 5. Unsecured Roll Taxes (Object 8042) | 696,696.14 | | 696,696.14 | 706,759.00 | | 706,759.00 |
| 6. Prior Years' Taxes (Object 8043) | 245,579.41 | | 245,579.41 | 250,622.00 | | 250,622.00 |
| 7. Supplemental Taxes (Object 8044) | 709,825.67 | | 709,825.67 | 663,141.00 | | 663,141.00 |
| 8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045) | 2,740,413.60 | | 2,740,413.60 | 2,273,671.00 | | 2,273,671.00 |
| 9. Penalties and Int. from Delinquent Taxes (Object 8048) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 10. Other In-Lieu Taxes (Object 8082) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 11. Comm. Redevelopment Funds (objects 8047 & 8625) | 1,509,156.87 | | 1,509,156.87 | 1,092,200.00 | | 1,092,200.00 |
| 12. Parcel Taxes (Object 8621) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096) | | | | | | |
| 16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15) | 28,205,458.84 | 0.00 | 28,205,458.84 | 27,461,835.00 | 0.00 | 27,461,835.00 |
| OTHER LOCAL REVENUES (Funds 01, 09, and 62) | | | | | | |
| 17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914) | 0.00 | | 0.00 | 0.00 | | 0.00 |
| 18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17) | 28,205,458.84 | 0.00 | 28,205,458.84 | 27,461,835.00 | 0.00 | 27,461,835.00 |

| | 2016-17 Calculations | | | 2017-18 Calculations | | |
|--|-------------------------|--------------|-------------------------|-------------------------|--------------|-------------------------|
| | Extracted Data | Adjustments* | Entered Data/ Totals | Extracted Data | Adjustments* | Entered Data/ Totals |
| EXCLUDED APPROPRIATIONS | | | | | | |
| 19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts) | | | 528,824.00 | | | 774,725.00 |
| OTHER EXCLUSIONS | | | | | | |
| 20. Americans with Disabilities Act | | | | | | |
| 21. Unreimbursed Court Mandated Desegregation Costs | | | | | | |
| 22. Other Unfunded Court-ordered or Federal Mandates | | | | | | |
| 23. TOTAL EXCLUSIONS (Lines C19 through C22) | | | 528,824.00 | | | 774,725.00 |
| STATE AID RECEIVED (Funds 01, 09, and 62) | | | | | | |
| 24. LCFF - CY (objects 8011 and 8012) | 20,040,074.00 | | 20,040,074.00 | 21,741,384.00 | | 21,741,384.00 |
| 25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019) | (29,375.00) | | (29,375.00) | 0.00 | | 0.00 |
| 26. TOTAL STATE AID RECEIVED (Lines C24 plus C25) | 20,010,699.00 | 0.00 | 20,010,699.00 | 21,741,384.00 | 0.00 | 21,741,384.00 |
| DATA FOR INTEREST CALCULATION | | | | | | |
| 27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799) | 59,899,120.45 | | 59,899,120.45 | 59,266,637.00 | | 59,266,637.00 |
| 28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662) | 149,675.40 | | 149,675.40 | 105,500.00 | | 105,500.00 |
| APPROPRIATIONS LIMIT CALCULATIONS | 2016-17 Actual | | | 2017-18 Budget | | |
| D. PRELIMINARY APPROPRIATIONS LIMIT | | | | | | |
| 1. Revised Prior Year Program Limit (Lines A1 plus A6) | | | 32,097,194.38 | | | 33,827,577.88 |
| 2. Inflation Adjustment | | | 1.0537 | | | 1.0369 |
| 3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places) | | | 1.0002 | | | 1.0000 |
| 4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3) | | | 33,827,577.88 | | | 35,075,815.50 |
| APPROPRIATIONS SUBJECT TO THE LIMIT | | | | | | |
| 5. Local Revenues Excluding Interest (Line C18) | | | 28,205,458.84 | | | 27,461,835.00 |
| 6. Preliminary State Aid Calculation | | | | | | |
| a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero) | | | 744,999.60 | | | 744,999.60 |
| b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero) | | | 6,150,943.04 | | | 8,388,705.50 |
| c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b) | | | 6,150,943.04 | | | 8,388,705.50 |
| 7. Local Revenues in Proceeds of Taxes | | | | | | |
| a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c]) | | | 86,064.53 | | | 63,931.02 |
| b. Total Local Proceeds of Taxes (Lines D5 plus D7a) | | | 28,291,523.37 | | | 27,525,766.02 |
| 8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero) | | | 6,064,878.51 | | | 8,324,774.48 |
| 9. Total Appropriations Subject to the Limit | | | | | | |
| a. Local Revenues (Line D7b) | | | 28,291,523.37 | | | |
| b. State Subventions (Line D8) | | | 6,064,878.51 | | | |
| c. Less: Excluded Appropriations (Line C23) | | | 528,824.00 | | | |
| d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c) | | | 33,827,577.88 | | | |

[illegible]

Board meeting of September 7, 2017



Fountain Valley School District
SS: 2017-18/ M18-01
Department Of Support Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **SPECIAL ED SETTLEMENT AGREEMENT 2018-A**
DATE: September 1, 2017

Background:

According to the Special Education Settlement Agreement signed on July 20, 2017 between Parents and the Fountain Valley School District, the Parties acknowledge that the Agreement shall cover the educational services provided to or on behalf of the student. This settlement resolves all claims to date.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement 2018-A.



FOUNTAIN VALLEY SCHOOL DISTRICT

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FOUNTAIN VALLEY SCHOOL DISTRICT SUPPORT SERVICES

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director, Support Services

SUBJECT: TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M
COMPETITIVE GRANT

DATE: September 7, 2017 Board Meeting

BACKGROUND

The TUPE Consortium is a partnership made up of (8) Orange County school districts including: Orange County Department of Education ACCESS, Fountain Valley School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley School District, Santa Ana Unified School District, and Westminster Unified School District, collectively serving 40,318 middle and high school students. The overarching goal of the project is to prevent students from beginning tobacco use and reduce the number of current tobacco users. The funding will allow for the implementation of the program at Fulton, Masuda and Talbert Middle Schools.

FISCAL IMPACT

The Tobacco-Use Prevention Education (TUPE) Program Cohort M Grant will provide funding at \$60,172.48 to be used over a 3 year period for the successful promotion and implementation of tobacco prevention, intervention, cessation, youth development and other services to students.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for July 1, 2017 through June 30, 2020 and authorizes the Superintendent or designee to sign all documents.

FOUNTAIN VALLEY SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

This AGREEMENT, entered into this 1st day of July, 2017, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has received grant funds from the California Department of Education, hereinafter referred to as "CDE", to serve as the lead of the Orange County TUPE Consortium, which is a partnership of eight (8) Orange County school districts, Orange County Department of Education ACCESS (Alternative Education Division), Fountain Valley School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, Santa Ana Unified School District, and Westminster School District, collectively serving 40,318 students from forty (40) middle and high schools throughout Orange County to prevent Orange County students from beginning tobacco use and reducing the number of current tobacco users; and WHEREAS, SUPERINTENDENT will serve as the Fiscal Agent for the State funds received under the Tobacco-Use Prevention

Education (TUPE) Cohort M Competitive grant program; and

WHEREAS, the Tobacco-Use Prevention Education (TUPE) Cohort M Competitive grant program requires that SUPERINTENDENT allocate a portion of the grant funds to school districts to provide tobacco prevention services; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 TERM. The term of this AGREEMENT shall commence on July 1, 2017 and terminate on June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT and DISTRICT'S participating schools shall perform the services and activities described in Exhibit "A", which is attached hereto and incorporated herein by this reference for the duration of this AGREEMENT.

3.0 COMPENSATION.

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum

obligation of Sixty thousand one hundred seventy-two dollars and forty-eight cents (\$60,172.48).

B. Payment shall be made for services and/or activities satisfactorily provided and approval of SUPERINTENDENT or his designee, and receipt of an itemized invoice from DISTRICT in duplicate. All billings to SUPERINTENDENT shall be supported at DISTRICT's facility, by source documentation including, but not limited to, ledgers, invoices, receipts, receiving records, and records of services provided.

4.0 PAYMENTS.

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services and activities hereunder; provided, however, the total of such payments does not exceed DISTRICT'S maximum obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall be on a form, "Tobacco-Use Prevention Education Invoice Form", which is attached hereto as Exhibit "B" and incorporated herein by this reference for the duration of this AGREEMENT, that has been approved or supplied by SUPERINTENDENT and provide such information as is required by SUPERINTENDENT. DISTRICT shall submit an original Tobacco-Use Prevention Education Invoice Form or itemized invoice before or no later than the following dates: October 10, 2017, January 10, 2018, April 10, 2018, July 10, 2018, October 10, 2018, January 10, 2019, April 10, 2019, July 10, 2019, October 10, 2019, January 10, 2020, April 10, 2020 and July 10, 2020. Payments to DISTRICT should be

1 released by SUPERINTENDENT no later than thirty (30) calendar days
2 after receipt of the correctly completed billing form.

3 C. All billings to SUPERINTENDENT shall be supported at
4 DISTRICT's facility, by source documentation including, but not
5 limited to, ledgers, invoices, receipts, receiving records, and
6 records of services provided.

7 D. SUPERINTENDENT may withhold or delay any payment if
8 DISTRICT fails to comply with any provision set forth in this
9 AGREEMENT.

10 E. DISTRICT shall not claim reimbursement for services
11 provided beyond the expiration and/or termination of this AGREEMENT,
12 except as may otherwise be provided under this AGREEMENT.

13 F. DISTRICT shall receive no compensation for the services
14 provided pursuant to this AGREEMENT other than the rate set forth
15 above.

16 G. The obligation of SUPERINTENDENT under this AGREEMENT is
17 contingent upon the availability of funds furnished by State of
18 California. In the event that such funding is terminated or
19 reduced, this AGREEMENT may be terminated. SUPERINTENDENT shall
20 give DISTRICT written notification of such termination. Notice
21 shall be deemed served on the date of mailing.

22 5.0 BUDGET.

23 A. SUPERINTENDENT shall pay DISTRICT in accordance with
24 Section 4.0 of this AGREEMENT according to the following budget
25 which is set forth for informational purposes only and may be
adjusted by mutual agreement, in writing of SUPERINTENDENT and

1 DISTRICT. DISTRICT must obtain prior written approval from
2 SUPERINTENDENT'S Project Manager, Tobacco-Use Prevention Education
3 Program, for any budget revisions where an adjustment of funds in a
4 line item is different from the originally approved budget. DISTRICT
5 must submit budget revisions on a "Budget Revision Request Form",
6 which is attached hereto as Exhibit "C" and a "Budget Revision
7 Justification Form", Exhibit "D", which are incorporated herein by
8 this reference for the duration of this AGREEMENT.

9 6.0 FINAL BILLINGS.

10 A. DISTRICT shall submit a final billing to SUPERINTENDENT for
11 the period ending June 30, 2018, no later than July 10, 2018.
12 DISTRICT shall submit a final billing to SUPERINTENDENT for the
13 period ending June 30, 2019, no later than July 10, 2019. DISTRICT
14 shall submit a final billing to SUPERINTENDENT for the period ending
15 June 30, 2020, no later than July 10, 2020. DISTRICT shall prepare
16 the final billing in accordance with requirements identified by
17 SUPERINTENDENT. Such report shall be prepared in accordance with
18 all applicable federal, state and county requirements and generally
19 accepted accounting principles. DISTRICT shall allocate direct and
20 indirect costs to and between programs, cost centers, services, and
21 funding sources in accordance with such requirements and consistent
22 with prudent business practice, which costs and allocations shall be
23 supported by source documentation maintained by DISTRICT, and
24 available at any time to SUPERINTENDENT upon reasonable notice.

25 1. If DISTRICT fails to submit an accurate and complete
billing within the time period specified above, SUPERINTENDENT may

1 withhold or delay any or all payments due DISTRICT.

2 B. The billings shall be the final financial and statistical
3 report submitted by DISTRICT to SUPERINTENDENT and shall serve as
4 the basis for final settlement to DISTRICT. DISTRICT shall document
5 that costs are reasonable and allowable and directly or indirectly
6 related to the services to be provided hereunder. The billing shall
7 be the final financial record for subsequent audits, if any.

8 C. DISTRICT may be required to submit periodic billing reports
9 throughout the term of the AGREEMENT.

10 D. Final settlement shall be based upon the actual and
11 reimbursable costs for services hereunder, less applicable revenues,
12 not to exceed DISTRICT'S maximum obligation as set forth in this
13 AGREEMENT. DISTRICT shall not claim expenditures to SUPERINTENDENT
14 which are not reimbursable pursuant to applicable Federal, State,
15 and County laws, regulations, and requirements. Any payment made by
16 SUPERINTENDENT to DISTRICT, which is subsequently determined to have
17 been for an unreimbursable expenditure or service, shall be repaid
18 by DISTRICT to SUPERINTENDENT within thirty (30) calendar days
19 after submission of the billing; or SUPERINTENDENT may elect to
20 reduce any amount owed DISTRICT by an amount not to exceed the
21 reimbursement due SUPERINTENDENT.

22 7.0 REPORTS.

23 A. DISTRICT shall be required to submit to SUPERINTENDENT
24 fiscal and/or programmatic reports, as required by SUPERINTENDENT.

25 B. Additional Reports: Upon SUPERINTENDENT'S request,
DISTRICT shall make such additional reports available, as required

1 by SUPERINTENDENT concerning DISTRICT'S activities as they affect
2 the services hereunder. SUPERINTENDENT shall be specific to the
3 information requested and allow thirty (30) calendar days for
4 DISTRICT to respond.

5 8.0 RECORDS MANAGEMENT AND MAINTENANCE.

6 A. DISTRICT shall, throughout the term of this AGREEMENT,
7 prepare, maintain and manage records appropriate to the services
8 provided and in accordance with this AGREEMENT and all applicable
9 requirements.

10 B. DISTRICT shall ensure appropriate financial records
11 related to cost reporting, expenditure, revenue, billings, etc., are
12 prepared and maintained accurately and appropriately.

13 C. DISTRICT shall retain all financial records for a minimum
14 of five (5) years from the date of final payment or final
15 settlement, or until audit findings are resolved, or due to legal
16 proceedings such as litigations and/or settlement of claims
17 whichever is longer.

18 D. DISTRICT shall make records pertaining to the costs of
19 services, participant fees, charges, billings, and revenues
20 available at one (1) location within the limits of the County of
21 Orange.

22 E. If DISTRICT is unable to meet the record location criteria
23 above, SUPERINTENDENT may provide written approval to DISTRICT to
24 maintain records in a single location, identified by DISTRICT.

25 F. DISTRICT may be required to retain all records involving
litigation proceedings and settlement of claims for a longer term

which will be directed by the SUPERINTENDENT.

G. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) request within twenty-four (24) hours. DISTRICT shall provide SUPERINTENDENT with all information that is requested by the PRA request.

9.0 STATUS OF DISTRICT.

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this AGREEMENT.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this AGREEMENT.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of DISTRICT'S employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions,

1 including unemployment insurance, social security and income taxes
2 with respect to DISTRICT's employees.

3 D. DISTRICT assumes exclusively the responsibility for the
4 acts of its employees, agents, consultants, or subcontractors as
5 they relate to the services to be provided during the course and
6 scope of their employment.

7 E. DISTRICT, its agents, employees, consultants, or
8 subcontractors, shall not be entitled to any rights or privileges of
9 SUPERINTENDENT'S employees and shall not be considered in any manner
10 to be SUPERINTENDENT'S employees.

11 10.0 INDEMNIFICATION.

12 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
13 hold harmless DISTRICT, its Governing Board, and its officers,
14 agents, and employees from liability and claims of liability for
15 bodily injury, personal injury, sickness, disease, or death of any
16 person or persons, or damage to any property, real personal,
17 tangible or intangible, arising out of the negligent acts or
18 omissions of employees, agents or officers of SUPERINTENDENT or the
19 Orange County Board of Education during the period of this
20 AGREEMENT.

21 B. DISTRICT hereby agrees to indemnify, defend, and hold
22 harmless SUPERINTENDENT, the Orange County Board of Education, and
23 its officers, agents, and employees and the California Department of
24 Education from liability and claims of liability for bodily injury,
25 personal injury, sickness, disease, or death of any person or
persons, or damage to any property, real, personal, tangible or

1 intangible, arising out of the negligent acts or omissions of
2 employees, agents or officers of DISTRICT during the period of this
3 AGREEMENT.

4 11.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
5 and require all of its subcontractors, if any, to take out prior to
6 commencing the services and maintain in full force and effect from
7 the commencement of services until expiration of this AGREEMENT a
8 policy or policies of insurance covering DISTRICT'S and its
9 subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT
10 certificates of insurance evidencing all coverage's and endorsements
11 required hereunder. All insurance shall be with an insurance
12 company admitted by the Insurance Commissioner of the State of
13 California to transact such insurance in the State of California.
14 Minimum coverages shall be as follows:

15 A. Comprehensive General Liability Insurance in an amount not
16 less than One million dollars (\$1,000,000) per occurrence, combined
17 single limit;

18 B. Comprehensive Automobile liability insurance covering all
19 owned, non-owned and hired vehicles in an amount not less than One
20 million dollars (\$1,000,000) per occurrence;

21 C. Statutory Workers' Compensation Insurance;

22 D. An endorsement to said policy(ies) naming the Orange County
23 Superintendent of Schools, the Orange County Board of Education, and
24 its officers, agents and employees as an additional insured while
25 rendering services under this AGREEMENT;

E. A thirty (30) day written notice to SUPERINTENDENT of

cancellation or reduction in coverage;

F. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

12.0 CONFIDENTIALITY.

A. DISTRICT shall agree to maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable Federal and State codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this AGREEMENT, DISTRICT, its Board members, its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with DISTRICT to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of DISTRICT, its Board members, its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

13.0 CONFLICT OF INTEREST.

1 A. DISTRICT, while providing services under this AGREEMENT,
2 shall not refer clients or accept client referrals to his or her
3 private practice or services.

4 B. The parties hereto acknowledge that DISTRICT may be
5 affiliated with one or more organizations or professional practices
6 located in Orange County. DISTRICT therefore warrants that he/she
7 shall not violate any applicable law, rule or regulation of any
8 governmental entity relating to conflict of interest. DISTRICT
9 shall not knowingly undertake any act which unjustifiably results in
10 any relative benefit to any organization or professional practice
11 with which he/she is affiliated as a direct or indirect result,
12 whether economic or otherwise in nature, of the performance of
13 duties and obligations required by this AGREEMENT, when compared to
14 the result such act has on any other organization or professional
15 practice.

16 14.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it
17 shall fully comply with all federal and state statutes and
18 regulations regarding the employment of aliens and others and to
19 ensure that employees, sub-subcontractors and consultants performing
20 work under this AGREEMENT meet the citizenship or alien status
21 requirement set forth in federal statutes and regulations.
22 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors
23 and consultants performing work hereunder, all verification and
24 other documentation of employment eligibility status required by
25 federal or state statutes and regulations including, but not limited
to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324

et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

15.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its obligations hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

16.0 INSPECTIONS AND AUDITS.

A. SUPERINTENDENT and any authorized representative of the State of California or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any person specified in subparagraph A above in any evaluation or monitoring of the services provided pursuant to this AGREEMENT and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1 1. Following an audit report, in the event of non-
2 compliance with applicable laws and regulations governing funds
3 provided through this AGREEMENT, SUPERINTENDENT may terminate this
4 AGREEMENT as provided for in the Termination paragraph or direct
5 DISTRICT to immediately implement appropriate corrective action. A
6 plan of corrective action shall be submitted to SUPERINTENDENT and
7 SUPERINTENDENT'S designated Project Manager in writing within thirty
8 (30) calendar days after receiving notice from SUPERINTENDENT.

9 2. If the audit reveals that money is payable from one
10 party to the other, that is, reimbursement by DISTRICT to
11 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to
12 DISTRICT, said funds shall be due and payable from one party to the
13 other within sixty (60) calendar days of receipt of the audit
14 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,
15 and such reimbursement is not received within said sixty (60)
16 calendar days, SUPERINTENDENT may, in addition to any other remedies
17 provided by law, reduce any amount owed DISTRICT by an amount not to
18 exceed the reimbursement due SUPERINTENDENT.

19 D. DISTRICT shall forward to SUPERINTENDENT a copy of any
20 audit report within fourteen (14) calendar days of receipt. Such
21 audit shall include, but not be limited to, management, financial,
22 programmatic or any other type of audit of DISTRICT's operations,
23 whether or not the cost of such operation or audit is reimbursed in
24 whole or in part through this AGREEMENT.

25 17.0 LICENSES AND LAW.

 A. DISTRICT shall, throughout the term of this AGREEMENT,

1 maintain all necessary licenses, permits, approvals, certificates,
2 waivers, and exemptions necessary for the provision of the services
3 hereunder and required by the laws and regulations of the United
4 States, State of California, COUNTY, and any other applicable
5 governmental agencies. DISTRICT shall notify SUPERINTENDENT
6 immediately and in writing of its inability to obtain or maintain,
7 irrespective of the pendency of an appeal, permits, licenses,
8 approvals, certificates, waivers, and exemptions. Said inability
9 shall be cause for termination of this AGREEMENT.

10 B. DISTRICT shall comply with all laws, rules or regulations
11 applicable to the services provided hereunder, as any may now exist
12 or be hereafter amended or changed.

13 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 1. DISTRICT agrees to furnish to SUPERINTENDENT within
15 thirty (30) calendar days of the award of this AGREEMENT:

16 a. In the case of an individual contractor, his/her
17 name, date of birth, social security number, and residence address;

18 b. In the case of a contractor doing business in a form
19 other than as an individual, the name, date of birth, social
20 security number, and residence address of each individual who owns
21 an interest of ten percent (10%) or more in the contracting entity;

22 c. A certification that DISTRICT has fully complied
23 with all applicable federal and state reporting requirements
24 regarding its employees;

25 d. A certification that DISTRICT has fully complied
with all lawfully served Wage and Earnings Assignment Orders and

1 Notices of Assignment, and will continue to so comply.

2 2. Failure of DISTRICT to timely submit the data and/or
3 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.
4 above, or to comply with all federal and state employee reporting
5 requirements for child support enforcement, or to comply with all
6 lawfully served Wage and Earnings Assignment Orders and Notices of
7 Assignment, shall constitute a material breach of this AGREEMENT;
8 and failure to cure such breach within sixty (60) calendar days of
9 notice from SUPERINTENDENT shall constitute grounds for termination
10 of this AGREEMENT.

11 3. It is expressly understood that this data will be
12 transmitted to governmental agencies charged with the establishment
13 and enforcement of child support orders, or as permitted by federal
14 and/or state statute.

15 18.0 NONDISCRIMINATION.

16 A. EMPLOYMENT

17 1. During the performance of this AGREEMENT, DISTRICT
18 shall not unlawfully discriminate against any employee or applicant
19 for employment because of his/her ethnic group identification, race,
20 religion, ancestry, color, creed, sex, marital status, national
21 origin, age (40 and over), sexual orientation, medical condition, or
22 physical or mental disability. DISTRICT shall warrant that the
23 evaluation and treatment of employees and applicants for employment
24 are free from discrimination in the areas of employment, promotion,
25 demotion or transfer; recruitment or recruitment advertising; layoff
or termination; rate of pay or other forms of compensation; and

1 selection for training, including apprenticeship. There shall be
2 posted in conspicuous places, available to employees and applicants
3 for employment, notices from SUPERINTENDENT and/or the United States
4 Equal Employment Opportunity Commission setting forth the provisions
5 of the Equal Opportunity clause.

6 2. All solicitations or advertisements for employees
7 placed by or on behalf of DISTRICT shall state that all qualified
8 applicants will receive consideration for employment without regard
9 to ethnic group identification, race, religion, ancestry, color,
10 creed, sex, marital status, national origin, age (40 and over),
11 sexual orientation, medical condition, or physical or mental
12 disability. Such requirement shall be deemed fulfilled by use of
13 the phrase "an equal opportunity employer."

14 3. Each labor union or representative of workers with
15 which DISTRICT has a collective bargaining agreement or other
16 contract or understanding must post a notice advising the labor
17 union or workers' representative of the commitments under this
18 Nondiscrimination paragraph and shall post copies of the notice in
19 conspicuous places available to employees and applicants for
20 employment.

21 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not
22 discriminate in the provision of services, the allocation of
23 benefits, or in the accommodation in facilities on the basis of
24 ethnic group identification, race, religion, ancestry, color, creed,
25 sex, marital status, national origin, age (40 and over), sexual
orientation, medical condition, or physical or mental disability in

1 accordance with Title IX of the Education Amendments of 1972; Title
2 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age
3 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
4 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California
5 Code of Regulations, and all other pertinent rules and regulations
6 promulgated pursuant thereto, and as otherwise provided by state law
7 and regulations, as all may now exist or be hereafter amended or
8 changed.

9 1. For the purpose of this subparagraph B.,
10 "discrimination" includes, but is not limited to the following based
11 on one or more of the factors identified above:

12 a. Denying a client or potential client any service,
13 benefit, or accommodation.

14 b. Providing any service or benefit to a client which
15 is different or is provided in a different manner or at a different
16 time from that provided to other clients.

17 c. Restricting a client in any way in the enjoyment of
18 any advantage or privilege enjoyed by others receiving any service
19 or benefit.

20 d. Treating a client differently from others in
21 satisfying any admission requirement or condition, or eligibility
22 requirement or condition, which individuals must meet in order to be
23 provided any service or benefit.

24 e. Assignment of times or places for the provision of
25 services.

2. Complaint Process - DISTRICT shall establish procedures

1 for advising all clients through a written statement that DISTRICT's
2 clients may file all complaints alleging discrimination in the
3 delivery of services with DISTRICT and SUPERINTENDENT. DISTRICT'S
4 statement shall advise clients of the following:

5 a. Whenever possible, problems shall be resolved
6 informally and at the point of service. DISTRICT shall establish an
7 internal informal problem resolution process for clients not able to
8 resolve such problems at the point of service. Clients may initiate
9 a grievance or complaint directly with DISTRICT either orally or in
10 writing.

11 1) DISTRICT shall establish a formal resolution and
12 grievance process in the event informal processes do not yield a
13 resolution.

14 2) Throughout the problem resolution and grievance
15 process, client rights shall be maintained at any point in the
16 process.

17 C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with
18 the provisions of Section 504 of the Rehabilitation Act of 1973 (29
19 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
20 the Americans with Disabilities Act of 1990
21 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of
22 discrimination against qualified persons with disabilities in all
23 programs or activities, as they exist now or may be hereafter
24 amended together with succeeding legislation.

25 D. RETALIATION - Neither DISTRICT, nor its employees or
agents shall intimidate, coerce or take adverse action against any

1 person for the purpose of interfering with rights secured by federal
2 or state laws, or because such person has filed a complaint,
3 certified, assisted or otherwise participated in an investigation,
4 proceeding, hearing or any other activity undertaken to enforce
5 rights secured by federal or state law.

6 E. In the event of non-compliance with this paragraph or as
7 otherwise provided by federal and state law, this AGREEMENT may be
8 canceled, terminated or suspended in whole or in part and DISTRICT
9 may be declared ineligible for further contracts involving federal,
10 state or county funds.

11 19.0 NOTICES. All notices, claims, correspondence, reports, and/or
12 statements authorized or required by this AGREEMENT shall be
13 addressed as follows:

14 SUPERINTENDENT: Orange County Superintendent of Schools
15 200 Kalmus Drive
16 P.O. Box 9050
17 Costa Mesa, California 92628-9050
18 Attn: Patricia McCaughey

19 DISTRICT: Fountain Valley School District
20 10055 Slater Avenue
21 Fountain Valley, California 92708
22 Attn: _____

23 20.0 TOBACCO USE POLICY. In the interest of public health,
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the
SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure
to abide with conditions of this policy could result in the
termination of this AGREEMENT.

1 21.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
2 must meet the approval of SUPERINTENDENT and shall be subject to
3 SUPERINTENDENT'S general right of inspection to secure the
4 satisfactory completion thereof. DISTRICT agrees to comply with all
5 federal, state and local laws, rules, regulations and ordinances that
6 are now or may in the future become applicable to DISTRICT,
7 DISTRICT's business, equipment and personnel engaged in operations
8 covered by this AGREEMENT or occurring out of the performance of such
9 operations.

10 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
11 redress for violation of, or to insist upon, the strict performance
12 of any term or condition of this AGREEMENT shall not be deemed a
13 waiver by that party of such term or condition, or prevent a
14 subsequent similar act from again constituting a violation of such
15 term or condition.

16 23.0 TERMINATION.

17 A. Either party may terminate this AGREEMENT, without cause,
18 upon thirty (30) calendar days' written notice (Notice of
19 Termination) given the other party.

20 B. Unless otherwise specified in this AGREEMENT,
21 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar
22 days written notice if DISTRICT fails to perform any of the terms of
23 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may
24 be allowed up to thirty (30) calendar days for corrective action.

25 C. SUPERINTENDENT may terminate this AGREEMENT immediately,
upon written notice, on the occurrence of any of the following

events:

1. The loss by DISTRICT of legal capacity.

2. Cessation of services.

3. The delegation or assignment of DISTRICT'S services, operation or administration to another entity without the prior written consent of SUPERINTENDENT.

4. In the event DISTRICT should fail to perform the covenants contained in this AGREEMENT in the time and manner specified, SUPERINTENDENT may immediately terminate this AGREEMENT and is not obligated to pay any amounts billed for services by DISTRICT to SUPERINTENDENT that have not been performed in the time and manner specified.

D. After receipt of the Notice of Termination, DISTRICT shall cancel all outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items.

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with

respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.


26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: Christine Fullerton

PRINTED NAME: Patricia McCaughey

TITLE: Assistant Superintendent Business

TITLE: Administrator

DATE: _____

DATE: 8/3/17

FVSD-KLBoilerplate-TUPE-State Grant (44687) 2017-2020 v2
ZIP6



Orange County Department of Education Tobacco-Use Prevention Education Program (TUPE) Allowable Costs, Non-allowable Costs, Budget Revisions

DESCRIPTION OF SERVICES:

Orange County Tobacco-Use Prevention Education (TUPE) Consortium districts will receive funds to support TUPE activities to prevent and reduce student tobacco use. An in-kind District TUPE Administrator will ensure that participating school sites adhere to all district policies, General Assurances, TUPE Program Assurances, and TUPE program requirements. A School Site TUPE Advisor for each participating school site will be responsible for the development of a site-specific plan and site TUPE implementation. Funds have been allocated proportionately to each district based on their student enrollment figures.

Each district will submit a specific expenditure plan. Allowable expenses may include: substitutes for teachers to attend TUPE-specific professional development or training; extra-duty pay (stipends) for site TUPE advisors; mileage for TUPE-related activities; printing of Project Alert curriculum materials and other TUPE-related items; additional supplies as needed for TUPE programs and activities; incentive items for students as allowable; promotional items for use with most-at-risk populations; professional development activities to support the TUPE project; youth development activities to support the TUPE project; services for pregnant minors/minor parents; promotion and enforcement of the district's tobacco-free policy (i.e., additional signage); parent/stakeholder meetings to discuss California Healthy Kids Survey (CHKS) data, students most-at-risk for beginning tobacco use, and other TUPE-related topics; facilities costs associated with parent/stakeholder meetings and other TUPE meetings and workshops; additional translation/interpretation costs associated with parent/stakeholder meetings; other costs as appropriate.

Allowable costs

Grant funds must be used as proposed in the approved application or subsequent budget revision(s) approved by the Orange County Department of Education (OCDE). Costs charged to TUPE budgets must be limited to those materials and activities which **directly** address tobacco-use prevention, youth development, intervention, or cessation/referral strategies.

Funds may be used for:

- a) Staff for the project, if applicable. Staff funded by the TUPE grant must work directly with students on anti-tobacco projects.
- b) Contracted direct service providers.
- c) Associated costs related to direct services, such as:
 - Training and release time
 - Services required by project staff, service providers, parents, and students
 - Project materials and supplies
- d) Non-capitalized equipment costs less than \$5,000 per item. Equipment purchased with TUPE funds may only be used by personnel assigned to the TUPE Program. The amount budgeted for individual equipment cannot exceed the percentage of time the person using the equipment is assigned to the TUPE Program. Funds from other sources must contribute to equipment costs designated for shared-use with other programs and costs are to be prorated.

- e) Student incentives, awards, and recognitions. These items must be directly related to tobacco-use prevention. Incentives must have a tobacco-free message on the item. Incentives, awards, and recognitions cannot be in the form of cash. Total planned expenditures for all incentives, awards, and recognitions must not exceed 5 percent of the total grant award. Applicants are encouraged to also review the LEA's policies regarding use of funds for such items.
- f) Travel costs related to the project. These costs shall be reimbursed at rates not greater than those established in bargaining unit agreements to which the LEA is subject.

Non-allowable costs

Tobacco funds are intended to **supplement** existing programs and must not be used to supplant other state or federal funds now being used for existing staff or activities. TUPE funds cannot be transferred to any other program accounts that are for specific purposes other than tobacco-use prevention, youth development, intervention, or cessation/referral.

Funds may **not** be used for:

- a) Compensation or expenses of administrative personnel other than the OCDE TUPE Project Coordinator position.
- b) Expenditures for land, buildings, and other intangible capital assets, including items acquired through leases with option to purchase and capitalized equipment costs in excess of \$5,000.
- c) Applicants are encouraged to review Procedure 770, Distinguishing Between Supplies and Equipment, in the *California School Accounting Manual* (CSAM) for further discussion regarding capitalized equipment, non-capitalized equipment, and supplies.
The CSAM can be downloaded from the CDE CSAM Web page at <http://www.cde.ca.gov/fg/ac/sa/documents/csam2016complete.pdf>
- d) Telephone systems, fax machines, and telephones, including cell phones and landlines
- e) Purchase of vehicles.
- f) Out-of-state travel.
- g) Child care.
- h) Food. Exceptions may be allowed if the agency can provide evidence that the provision of food is necessary to implement a student strategy or other TUPE Program training event for students, staff, or parents conducted beyond normal school hours or off-site.
- i) Payment of any kind to law enforcement agencies for enforcement, lesson delivery, or other activities and services.
- j) Campus monitoring and supervision, and
- k) Preparation, delivery, and travel costs associated with submitting this or subsequent TUPE applications.

Budget Revisions

A subcontract budget must be submitted prior to October 31, 2017. A change in the approved budget requires a revision and justification to be submitted to and approved by OCDE. The revision request must describe why the revision is necessary and how the revision will affect the district's ability to execute the program strategies and approved budget. See attached budget revision form.



**Tobacco-Use Prevention Education
INVOICE**
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

| District | Address | Invoice Number | Invoice Date | |
|---|---------|---------------------|---------------------|---------|
| | | | | |
| Name of Person Completing Form: | | E-MAIL | Fax | |
| | | | | |
| Billing period: () July 1-Sept 30 () Oct 1-Dec 31 () Jan 1-Mar 31 () April 1-June 30 | | | | |
| Expenditure Codes | Budget | Current Expenditure | Expenditure to Date | Balance |
| 1000 Certificated Salaries | | | | 0.00 |
| 2000 Classified Salaries | | | | 0.00 |
| 3000 Benefits | | | | 0.00 |
| 4000 Books & Supplies | | | | 0.00 |
| 5000 Services and Other Operating Expenditures (other than travel) | | | | 0.00 |
| 5200 Travel & Conference | | | | 0.00 |
| 6000 Equipment | | | | 0.00 |
| 7000 Indirect Costs | | | | 0.00 |
| Grant Amount | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | |
| Reimbursement Now Claimed | | 0.00 | | |

Please remit copies of all invoices, PO's, check copies, copies of ledgers, and PAID receipts with original budget and invoice by the following dates: Oct. 10, 2017, Jan.10, 2018, April 10, 2018, July 10, 2018, Oct. 10, 2018, Jan.10, 2019, April 10, 2019, July 10, 2019, Oct. 10, 2019, Jan.10, 2020, April 10, 2020, July 10, 2020

Please deposit monies in Resource 9010 object code 8677

I certify that the expenditures reported above have been made and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines; and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.

| | | |
|-----------------------|-------|------|
| Signature-Coordinator | Phone | Date |
|-----------------------|-------|------|

| | | |
|---------------------------|-------|------|
| Signature-Fiscal Services | Phone | Date |
|---------------------------|-------|------|

Please return to:

Aline Truong
Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
email:atruong@ocde.us, fax (714) 668-7938
For questions call (714) 966-4064

BUDGET REVISION REQUEST

Tobacco-Use Prevention Education (TUPE) Grant for Grades 6-12, Cohort M
Grant Term: July 1, 2017 through June 30, 2020

| District Name | | Budget Revision Date | | |
|-------------------------------------|---|-------------------------|------------------|---------------------|
| BUDGET REVISION SUMMARY | | | | |
| Object Code | Budget Item | Current Approved Budget | Proposed Changes | Proposed New Budget |
| 1000 | Certificated Salaries | | | \$0.00 |
| 2000 | Classified Salaries | | | \$0.00 |
| 3000 | Employee Benefits | | | \$0.00 |
| 4000 | Books and Other Reference Materials | | | \$0.00 |
| 5000 | Services and Other Operating Expenditures | | | \$0.00 |
| 5200 | Travel & Conference | | | \$0.00 |
| TOTAL DIRECT COSTS | | \$0.00 | \$0.00 | \$0.00 |
| 7000 | Indirect Cost by Fiscal Year | | | |
| FY 17-18 | Actual Indirect Costs @ | | | \$0.00 |
| TOTAL SUBCONTRACT AMOUNT | | \$0.00 | \$0.00 | |
| Name of Person Completing this Form | | | | |
| Title: | | Email Address: | | Telephone Number: |

Please return to:

Aline Truong
Orange County Department of Education
P.O. Box 9050, Costa Mesa,
CA, 92628-9050
email: atruong@ocde.us
fax-(714) 668-7938
For questions call (714) 966-4064

Tobacco-Use Prevention Education Program
Cohort M — Tier 2/Grades Six through Twelve
Grant Term: July 1, 2017 through June 30, 2020
Budget Revision Justification

| | |
|--|--|
| Revision Date: | |
| District name | |
| Name of Person Completing this Form | |

A fiscal and program explanation must be provided with sufficient detail to justify revising the original grant budget. Describe why this revision is necessary and how this revision will impact the district's ability to execute the program strategies approved in the application.

| Object Code | Budget Item | Proposed Changes | JUSTIFICATION |
|-------------|---|---|---------------|
| | | <i>This column is linked to the Budget Revision Report:</i> | |
| 1000 | Certificated Personnel Salaries | \$ - | |
| 2000 | Classified Personnel Salaries | \$ - | |
| 3000 | Employee Benefits | \$ - | |
| 4000 | Books and other Reference Materials | \$ - | |
| 5000 | Services and Other Operating Expenditures | \$ - | |
| 5200 | Travel and Conferences | \$ - | |
| 7000 | Indirect Cost | \$ - | |

Please return to:

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For questions call (714) 966-4064



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **AWARD THE AGREEMENT FOR PRECONSTRUCTION SERVICES FOR MODERNIZATION AND HVAC PROJECT TO WEST COAST AIR CONDITIONING CO., INC.**
DATE: September 1, 2017

Background:

The District issued a Request for Proposal (RFP) to solicit proposals from qualified contractors to modernize and install HVAC at two District school sites. The District awarded the contract to West Coast Air Conditioning Co., Inc. The RFP included preconstruction services which are outlined in the Preconstruction Service Agreement.

Fiscal Impact:

The scope of the work outlined in the Preconstruction Services Agreement will be completed using proceeds from the Measure O general obligation bonds.

Recommendation:

It is recommended that the Board of Trustees accepts and awards the Agreement for Preconstruction Services for Modernization and HVAC Services to West Coast Air Conditioning Co., Inc.

PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement (“Agreement”) is made and entered into effective September 8, 2017, by and between the Fountain Valley School District, a California school district organized and operating under the laws of the State of California (hereinafter “District”) and West Coast Air Conditioning Co, Inc. a licensed California building contractor (hereinafter “Contractor”) in relation to the Preconstruction and Lease-Leaseback Services for Modernization and HVAC Project (“Project”).

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Lease and Sublease with attachments, including Construction Services Agreement (“Lease-Leaseback Agreements”).

WHEREAS, Education Code section 17402 states that the District must have adopted the Plans and Specifications for the Project after approval of those documents by the Division of the State Architect (“DSA”), which must occur prior to entering into the Lease-Leaseback Documents.

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications (“Services” or “Pre-Construction Services”) to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, the parties acknowledge that the Contractor and District anticipate negotiating and entering into Lease-Leaseback Documents which utilize a guaranteed maximum sum for complete construction of the Project, which guaranteed maximum sum will include the fee provided

herein, and the parties also acknowledge that the District may opt not to enter into Lease-Leaseback Documents or otherwise proceed with the Project with or without Contractor, for any reason or no reasons, in District's sole and absolute discretion.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **DEFINITIONS**. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of the Project, currently Rachlin Partners, Inc, or any successor architect of record approved and appointed by the Board for the design of the Project.

"Board" shall mean the Board of Trustees of the Fountain Valley School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Christine Fullerton, Assistant Superintendent Business Services, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including,

without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

“Educational Specifications” shall mean the District’s approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

“General Conditions” shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

“GMP” shall mean the Guaranteed Maximum Price” as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

“IOR” shall mean Inspector of Record for the Project.

“Master Project Schedule” shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

“Project” shall mean the pre-construction and construction for the Modernization and HVAC Project.

“Project Budget” shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

“Program Manager” shall mean Rachlin Partners, Inc, the District Board of Trustees’ approved Program Manager, and any successor appointed by the District.

“Reimbursable Expenses” shall mean any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

“State” shall mean the Courreges School campus, located at 18313 Santa Carlotta St., Fountain Valley, California and Masuda Middle School campus, located at 17415 Los Jardines West, Fountain Valley, California

“Work” shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2

PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 262349); and (iii) it has expertise and experience in constructability reviews, cost estimating, value

engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the “Services”).

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Project is submitted to DSA for approval by no later than September 19, 2017.

Unless directed otherwise by the District, the District’s Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District’s personnel, the Architect, the District’s consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District’s schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price (“GMP”).

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect’s programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(2) Perform an ongoing analyses and review of the Construction Documents during their development, acknowledging that design has been substantially completed prior to the Contractor coming on board the project, and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Provide due diligence so that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at

design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Assist the owner to develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4

(1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

2.1.6 Following the District's approval of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3 **THE DISTRICT'S RESPONSIBILITIES**

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4 **CONSTRUCTION COST**

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of the Project. With the District's assistance, and in accordance with District procedures, Contractor shall provide all construction related Board agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of Prime Contracts, etc.

ARTICLE 5 **BASIS OF COMPENSATION AND PAYMENT**

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed \$0 (the "Total Project Fee") Reimbursable expenses, other

than Approved Charges, as designated in Exhibit “B,” are included in the Total Project Fee. Approved Charges, as designated in Exhibit “B,” shall be reimbursed by the District as described in this Article 5.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit “E”.

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or

abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7 **INDEMNIFICATION**

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and

not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of

payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be

withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

Fountain Valley School District

By: Christine Fullerton, Assistant Superintendent Business Services

By: _____

EXHIBIT “A” PROJECT BUDGET

EXHIBIT “B” BASIS OF COMPENSATION

Total Project Fee Amount: **\$0 (100%)**

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

**Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

EXHIBIT “C” MASTER PROJECT SCHEDULE

EXHIBIT “D” BACKGROUND CHECK AND FINGERPRINTING PROCEDURES

Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment “A” as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner’s sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor’s employees will have only “limited contact” with pupils. Contractor’s failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner’s sole discretion, without any further compensation to Contractor.

Contractor shall complete the following form certifying compliance with these provisions:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the _____ District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date_____, 2017

[Name of Contractor]

By its: