



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

January 18, 2018

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

M _____
 2nd _____
 V _____

BOARD WORKSHOP

1. PERSONNEL COMMISSION CLASSIFICATION STUDY

Assistant Superintendent, Personnel, Cathie Abdel, will lead the Board of Trustees through a review of the recent Classification Study conducted in 2017.

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

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.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*
 Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) (“Property”).

 Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

 Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.
- Conference with Legal Counsel – Pending Litigation: *Government Code Section 54956.9*
 (Subdivision (a) of Section 54956.9)

 Name of case: Cal200 v. Apply Valley USD, et al.
- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case
- PLEDGE OF ALLEGIANCE will be led by Boy Scout Den 12 Pack 1226.

SPECIAL PRESENTATIONS

2. RECOGNITION OF RETIRING PERSONNEL COMMISSIONER RABBI STEPHEN EINSTEIN

The Board of Trustees would like to recognize and thank retiring Personnel Commissioner Rabbi Stephen Einstein. The Board of Trustees will join staff and the community in celebrating Rabbi Einstein’s dedication to the Fountain Valley School District since his appointment to the Personnel Commission in December 1990.

3. PRESENTATION OF ELEMENTARY LITERACY PROFESSIONAL DEVELOPMENT VIDEO, *CAN’T STOP THE READING*

On November 9th, all of the elementary schools in Fountain Valley School District participated in a District-conducted professional development conference focused on elementary literacy, *Can’t Stop the Reading*. Assistant Superintendent, Educational Services, Dr. Steve McLaughlin will present to the Board of Trustees the video that kicked off this momentous day of learning.

4. RECOGNITION OF PARENT VOLUNTEERS FROM NEWLAND SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Newland School, the Board shall recognize and thank Megan Bowen and Kim Louie.

5. RECOGNITION OF PARENT VOLUNTEERS FROM PLAVAN SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Plavan School, the Board shall recognize and thank Phu Nguyen and Lynda Misajon.

6. RECOGNITION OF STUDENTS FROM NEWLAND SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize seven outstanding students from Newland School.

7. RECOGNITION OF STUDENTS FROM PLAVAN SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize seven outstanding students from Plavan School.

• RECESS

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

- 8. **APPROVAL OF RESOLUTION 2018-20 APPROVING THE REQUEST FOR PROPOSAL FOR PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR MEASURE O SCHOOL MODERNIZATION AND AIR CONDITIONING** M ___
2nd ___
V ___

The lease-leaseback construction project delivery method is authorized under Education Code section 17406 and is one of the most widely used project delivery methods for public school construction in California.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-20 approving the Request for Proposal for Pre-Construction and Lease-Leaseback Services for Measure O – School Modernization and Air Conditioning.

- 9. **BOARD POLICY 3280 SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (FIRST READING)** M ___

2nd ___
V ___

Board Policy 3280 Sale or Lease of District-Owned Real Property requires updates to reflect changes in Education Code related to priorities for first offer of property for sale and lease, specifically to delete the requirement of first offer to a charter school with at least 80 students. In addition, changes were made to specify circumstances under which the District is not required to convene a committee to sell, lease, or rent District owned property. BP 3280 is being brought to the Board of Trustees for approval for first reading.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves BP 3280 Sale or Lease of District-owned Real Property for first reading with necessary changes as indicated by the Board.

- 10. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M ___

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

- 10-A. Board Meeting Minutes from December 7th annual organizational meeting
- 10-B. Board Meeting Minutes from December 12th special meeting
- 10-C. Personnel Items (Employment Functions, Workshops/Conferences, and

- Consultants)
- 10-D. Donations**
- 10-E. Warrants**
- 10-F. Purchase Order Listing**
- 10-G. Budget Adjustments**

Consent Items

10-H. WILLIAMS QUARTERLY REPORT FOR SECOND QUARTER 2017-18

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the second quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.

10-I. SCHOOL ACCOUNTABILITY REPORT CARDS (SARCS)

Superintendent's Comments: It is recommended that the Board of Trustees approves the School Accountability Report Cards for all ten schools in the Fountain Valley School District.

10-J. APPROVE A CONTRACT WITH JAMF, INC., TO PROVIDE MOBILE DEVICE MANAGEMENT SOFTWARE

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with JAMF, Inc., to provide mobile device management software.

10-K. APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE

Superintendent's Comments: It is recommended that the Board of Trustees approves the appointment of members to the Citizen's Bond Oversight Committee.

10-L. SPECIAL ED SETTLEMENT AGREEMENT 2018-D

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-D.

10-M. SPECIAL ED SETTLEMENT AGREEMENT 2018-E

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-E.

10-N. SPECIAL ED SETTLEMENT AGREEMENT 2018-F

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-F.

10-O. SPECIAL ED SETTLEMENT AGREEMENT 2018-G

Superintendent's Comments: It is recommended that the Board of Trustees approves

Special Education Settlement Agreement 2018-G.

10-P. RESOLUTION 2018-21 – AUTHORIZATION TO APPLY FOR AND SECURE GRANT FUNDING FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT FOR THE PURPOSE OF BUS REPLACEMENT

Superintendent's Comments: It is respectfully recommended that the Board of Trustees adopts Resolution 2018-21 authorizing the District to apply for and secure grant funding from the SCAQMD PA 2018-02 Alternative Fuel School Bus Replacement Program for the replacement of the remaining pre-1994 model year school bus, committing \$38,595.28 in advance, and authorizes the Superintendent or designee to sign all documents.

10-Q. CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES WITH SCOTT EVANS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with Scott Evans.

10-R. MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND SCHOOL DISTRICTS IN ORANGE COUNTY FOR PARTICIPATION IN THE ORANGE COUNTY INTEGRATED FOSTER YOUTH EDUCATION DATABASE

Superintendent's Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between the Orange County Superintendent of Schools and School Districts in Orange County for Participation in the Orange County Integrated Foster Youth Education Database.

10-S. AWARD CONTRACT TO NINYO AND MOORE GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS TO PERFORM HAZARDOUS BUILDING MATERIAL SURVEY AT COURREGES ELEMENTARY AND MASUDA MIDDLE SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Ninyo and Moore Geotechnical & Environmental Consultants to perform a Hazardous Building Material Survey at Courreges Elementary and Masuda Middle Schools.

10-T. NON-PUBLIC AGENCY CONTRACTS

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Port View Preparatory School, Inc.	\$2,380	11/17/17-6/30/18
Cornerstone Therapies	\$1,080	12/20/17-12/31/18

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, February 15, 2018 at 6:30pm.

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 by calling 714.843.3255 during normal business hours.

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 by calling 714.843.3255 or by faxing 714.841.0356.

Board meeting of January 18, 2018



SO 2017-18/B18-19
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PERSONNEL COMMISSION CLASSIFICATION STUDY**
DATE: January 12, 2018

Background:

Assistant Superintendent, Personnel, Cathie Abdel, will lead the Board of Trustees through a review of the recent Personnel Commission Classification Study conducted in 2017.

Board meeting of January 18, 2018



SO 2017-18/B18-20
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF RETIRING PERSONNEL COMMISSIONER
RABBI STEPHEN EINSTEIN**
DATE: January 12, 2018

Background:

The Board of Trustees would like to recognize and thank retiring Personnel Commissioner Rabbi Stephen Einstein. The Board of Trustees will join staff and the community in celebrating Rabbi Einstein's dedication to the Fountain Valley School District since his appointment to the Personnel Commission in December 1990.

Board meeting of January 18, 2018



SO 2017-18/B18-21
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PRESENTATION OF ELEMENTARY LITERACY
PROFESSIONAL DEVELOPMENT VIDEO, *CAN'T STOP THE
READING***
DATE: January 12, 2018

Background:

On November 9th, all of the elementary schools in Fountain Valley School District participated in a District-conducted professional development conference focused on elementary literacy, *Can't Stop the Reading*. Assistant Superintendent, Educational Services, Dr. Steve McLaughlin will present to the Board of Trustees the video that kicked off this momentous day of learning.



SO 2017-18/B18-23
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: NEWLAND SCHOOL**
DATE: January 12, 2018

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Newland School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as: serving as room parent; performing bookkeeping or tallying for fund raising activities; serving as a volunteer for music, art or theater presentations; assisting in a classroom, the library or student store; or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Newland School:

Newland School

♥ Megan Bowen
♥ Kim Louie



SO 2017-18/B18-22
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: PLAVAN SCHOOL**
DATE: January 12, 2018

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Plavan School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as: serving as room parent; performing bookkeeping or tallying for fund raising activities; serving as a volunteer for music, art or theater presentations; assisting in a classroom, the library or student store; or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Plavan School:

Plavan School

♥ **Phu Nguyen**
♥ **Lynda Misajon**



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: NEWLAND**
DATE: January 12, 2018

Background:

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on January 18th, the following seven students from **Newland School** will be recognized:

Newland School

Transitional Kindergarten	Manuel Guerrero
Kindergarten	Sage Hacker
First Grade	Henri Peignoux
Second Grade	Travis Nguyen
Third Grade	Benjamin Bostick
Fourth Grade	Anh Pham
Fifth Grade	Hailey Sisco



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: PLAVAN**
DATE: January 12, 2018

Background:

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on January 18th, the following seven students from **Plavan School** will be recognized:

Plavan School

Transitional Kindergarten	Ella Islas
Kindergarten	Drago Vo
First Grade	Serene Anderson
Second Grade	Minh Nguyen
Third Grade	Audrey Truong
Fourth Grade	Hailey Tran
Fifth Grade	Katelynn Luu



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **RESOLUTION 2018-20 APPROVING THE REQUEST FOR PROPOSAL FOR PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR MEASURE O SCHOOL MODERNIZATION AND AIR CONDITIONING**
DATE: January 12, 2018

Background:

The lease-leaseback construction project delivery method is authorized under Education Code section 17406 and is one of the most widely used project delivery methods for public school construction in California. In the past five years, a number of lawsuits have been filed around the State challenging the generally accepted practice of awarding lease-leaseback contracts. For the most part, the majority of the grounds have been rejected by the courts except for the alleged conflict of interest that is allegedly created when the lease leaseback contractor is first brought in to perform pre-construction services with the architect.

In wake of this litigation, the Legislature has passed AB2316 to address these allegations. The following is an outline of the lease-leaseback process as amended by AB2316 for all lease-leaseback contracts awarded after January 1, 2017:

1. Have the Board approve and adopt the proposed RFP to be issued and the required procedures and guidelines for evaluating the proposals that ensure the “best value” selection process is conducted in a fair and impartial manner. [Education Code section 17406(a)(2).] This should be done by formal action of the Board during a meeting pursuant to a properly noticed item on the Board’s agenda. All Board action and approvals set forth herein should not be performed as a consent item.
2. Publish notice of the RFP as required under Public Contract Code section 20112 as noted below. [Education Code section 17406(a)(2)(B).]
 - a. At least once a week for two weeks in some newspaper of general circulation published in the District, or if there is no such paper, then in some newspaper of general circulation, circulated in the county. The

District may also post the notice of the RFP on the District's website or through an electronic portal.

- b. The notice of the RFP must also be published in a trade paper of general circulation published in the county where the project is located.
 - c. The latest notice must be published at least 10 days before the date for receipt of the proposals.
3. All prime contractors and electrical, mechanical and plumbing subcontractors as defined in Public Contract Code section 20111.6 shall be prequalified in accordance with Public Contract Code section 20111.6 (b) – (m). A list of all prequalified general contractors and electrical, mechanical and plumbing subcontractors must be made available by the District to all proposers at least five business days before the date for receipt of the proposals. [Education Code section 17406(a)(2)(C).]
 4. Evaluate proposals received solely upon the criteria and evaluation methodology set forth in the RFP. [Education Code section 17406(a)(2)(F)(ii).]
 5. Assign a best value score to each proposal received and rank the proposers from the highest best value to the lowest best value to the District. [Education Code section 17406(a)(2)(F)(ii).]
 6. Document the evaluation process and the assignment of the best value score to each proposal. The evaluation committee should use documents such as a scoring sheet with areas for comments and other notes. Documents must support the scores assigned to each proposal and must be able to satisfy an external audit. Therefore, a file should be kept with all information and documents supporting the evaluation process. [Education Code section 17406(a)(2)(F)(v).]
 7. Award the contract to the responsive proposer whose proposal is determined to be the best value to the District. [Education Code section 17406(a)(2)(F)(iii).] This should be done by formal action of the Board during a meeting pursuant to a properly noticed item on the Board's agenda.
 8. Upon the award of the contract, the Board shall publicly announce its award, identifying the entity awarded the contract, along with a statement regarding the basis of the award.[Education Code section 17406(a)(2)(F)(v).] This announcement should be written with assistance from legal counsel and read by the Board after the award of the contract.
 9. If the selected proposer refuses or fails to execute the contract, the Board may award the contract to the proposer with the second highest best value score if

the Board deems it to be in the best interest of the District. If the second selected proposer refuses or fails to execute the contract, the Board may award the contract to the proposer with the third highest best value score if the Board deems it to be in the best interest of the District.[Education Code section 17406(a)(2)(F)(iv).]

10. The Board, in its discretion, may reject all proposals received and request new proposals.[Education Code section 17406(a)(2)(G).]
11. Following the award of a contract, and if the price to be provided pursuant to the RFP is not a lump sum amount:
 - a. The successful proposer shall provide the District with objectively verifiable information of its costs to perform the services requested in the contract;
 - b. The successful proposer shall select subcontractors not identified in the proposal pursuant to Education Code section 17406(a)(4);
 - c. Once preconstruction services are completed and subcontractors are selected, and upon approval of the plans and specifications by DSA (if required), the successful proposer and the District shall finalize the price for all services to be provided pursuant to the contract; and
 - d. The successful proposer shall provide the District with written rationale for the price and the District shall approve or reject the final price at a properly noticed Board meeting. The District's contract file shall include documentation sufficient to support the final price determination.

All of the above must be completed before the successful proposer may proceed with any further work under the contract. [Education Code section 17406(a)(3).]

12. Following the award of a contract, and if the price to be provided pursuant to the RFP is a lump sum amount, the successful proposer shall select subcontractors not identified in the proposal pursuant to Education Code section 17406(a)(4).
13. The successful proposer shall provide any required preconstruction services and shall proceed with construction of the project pursuant to the lease-leaseback contract documents.

Fiscal Impact:

The estimated budget in the Request for Proposal for Pre-Construction and Lease-Leaseback Services for Measure O School Modernization and Air Conditioning is

\$50,000,000, using funds generated from the sale of Measure O General Obligation bonds.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-20 approving the Request for Proposal for Pre-Construction and Lease-Leaseback Services for Measure O – School Modernization and Air Conditioning.

RESOLUTION NO. 2018-20

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT TO APPROVE REQUEST FOR PROPOSALS FOR PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES

WHEREAS, the Fountain Valley School District (“District”) plans to construct various projects throughout the District using the lease-leaseback construction delivery method whereby the District will lease sites that the District owns, to contractors who will construct improvements thereon and lease the project and the underlying site back to the District;

WHEREAS, Education Code section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term;

WHEREAS, any lease-leaseback contract pursuant to Education Code section 17406 shall be based on a competitive solicitation process and awarded to the proposer providing the “best value” (as defined in Education Code section 17400), taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, Education Code section 17406(a)(2) requires the District’s Board of Education (“Board”) to adopt and publish required procedures and guidelines for evaluating qualification or proposers to ensure the best value selections by the District are conducted in a fair and impartial manner;

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for a project, the District will appropriate funds for any lease-leaseback project from the current fiscal year the lease-leaseback contract is awarded;

WHEREAS, in order to construct a project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease in which the site will be leased to a contractor, and a sublease which provides for the sublease of the site and the lease of the project by the contractor to the District, and that certain other action be taken and authorized;

WHEREAS, the sublease will include construction provisions with which contractor shall comply with respect to construction of a project (“Construction Services Agreement”);

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document as to form and desires to authorize and direct evaluation of proposals in accordance with Education Code section 17406; and

WHEREAS, the District desires by a majority of the vote of the Board and pursuant to Education Code section 17604 and similar statutes, to delegate authority to the District's Superintendent to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Request for Proposals. The form of the Request for Proposal to be issued to proposers meeting the requirements set forth in Education Code section 17406 and attached hereto as Exhibit "A" is hereby approved and adopted by the Board.

Section 3. Site Lease and Sublease. The form of agreements entitled "Site Lease," "Sublease" and "Construction Services Agreement," each attached to the Request for Proposals and presented during this meeting and each to be entered into by and between the District and the proposer providing the best value to the District, are hereby approved and adopted subject to any revisions which are acceptable to both District's Superintendent and District's legal counsel.

Section 4. Approval of Process. The Governing Board hereby approves the lease-leaseback process and the competitive solicitation process as set forth herein and the documents attached hereto as Exhibit "A."

Section 5. Other Acts; Delegation. The District's Board hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed, to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution, all subject to ratification of the Board of Education. Said delegation shall be valid until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Fountain Valley School District this 18th day of January 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Jim Cunneen, President of Fountain Valley School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Education
Fountain Valley School District

I, Jeanne Galindo, Clerk of the Board of Education of the Fountain Valley School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Fountain Valley School District at a regular meeting thereof held on the 18th day of January 2018, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fountain Valley School District this 18th day of January 2018.

Clerk of the Board of Education
Fountain Valley School District

EXHIBIT "A"

RFP AND LLB AGREEMENTS



**REQUEST FOR PROPOSALS
FOR
PRECONSTRUCTION AND LEASE-LEASEBACK
SERVICES FOR MODERNIZATION AND HVAC
PROJECT**

Proposal Deadline Date

Wednesday March 7, 2018 at 2:00 PM

Submit to:

**Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Christine Fullerton**

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ATTACHMENT 3 — SAMPLE AGREEMENT FORMS	

I. PURPOSE OF THE RFP:

By way of this Request for Proposals (“RFP”), the Fountain Valley School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide Preconstruction And Lease-Leaseback Services For Modernization and HVAC Project (“PROJECT”). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 et seq. that can assist the District with both preconstruction services and construction services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the preconstruction services and lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

II. BACKGROUND ON THE PROJECT:

Fountain Valley School District is located in Orange County and serves approximately 6,300 students at ten campuses (seven elementary schools, and three middle schools) from Fountain Valley and Huntington Beach. On November 8, 2016, the voters passed bond Measure O, which authorizes the issuance of \$63,000,000 in general obligation bonds to repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems; upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science and technology; and improve student safety and campus security.

This PROJECT will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with Rachlin Partners to be the Architect of Record for the PROJECT, and the lease-leaseback Contractor will be expected to provide both preconstruction services and lease-leaseback construction services for the PROJECT, as described below:

The District’s Measure O PROJECT includes upgrades, at multiple sites, to the existing HVAC system to include air conditioning, as well as roof strengthening, updated gas lines and electrical mains, where appropriate, to accommodate the new HVAC system. Roof replacement, window replacement, upgrade or repair of doors, ceilings, lighting, and fire safety alarms. The District may also include modernization projects such as interior and/or exterior painting, and updated flooring.

The estimated construction budget for four remaining phases of the PROJECT is approximately **\$50,000,000**. The estimated performance period for the entire PROJECT is **5 years**, with each phase **1 - 3 months in Preconstruction & 18 months in Construction**. The District anticipates two phases of Preconstruction, with four schools designed in each phase. Construction will take place in four phases as follows: phase one - 3 schools, phase two – 2 schools, phase three – 2 schools and phase four – 1 school. Additional information will be provided at the mandatory project walk through.

III. RFP TIMELINE:

Request for Proposals Issued	January 19, 2018
Mandatory PROJECT Walk-Through.....	February 8, 2018 at 1:00 pm
Deadline for Submittal of Prequalification.....	February 22, 2018 by 4:00pm
Deadline for Submittal of Questions.....	February 16, 2018 by 4:00pm
Responses to the Questions Submitted	February 23, 2018 by 4:00pm
Due Date for Submittal of Proposals	March 7, 2018 by 2:00pm
Interviews	TBD *
Anticipated Board Approval Date	April 19, 2018*
Notification of Selected Firm	April 23, 2018*

* Estimated deadlines subject to revision at the District’s discretion.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Christine Fullerton, at fullertonc@fvsd.us; by no later than **4:00 p.m., February 16, 2018**. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be posted on the District’s website, www.fvsd.us, and provided to those Firms that have registered with the District. Any interpretation, clarification, or correction of this RFP will only be made by addendum, as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

V. PRECONSTRUCTION SERVICES

The District is planning two phases of Preconstruction, with four schools designed in each phase. The District anticipates that the successful contractor will provide preconstruction services including, but not limited to, reviewing the PROJECTS’ plans and specifications to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the PROJECTS 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 to facilitate and prepare for the successful development and construction of the PROJECT. The successful contractor will perform a job walk at the site(s) to become familiar with the site conditions to determine if any existing conditions or assumptions as depicted in the contract documents are at variance with the actual conditions observed in the field.

The preconstruction services will also include, but not be limited to, the following tasks: review and validation of estimates prepared by the architect; preparation of a master critical path method schedule for the PROJECT; preparation of cost estimates based on the final construction documents, including allowances, contingencies, general conditions, costs and fees; constructability reviews; limited value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the PROJECT will be complete such that the PROJECT can be constructed in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to District

VI. DIR REGISTRATION AND PREVAILING WAGES

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, and Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

VII. SUBCONTRACTOR DESIGNATIONS

Pursuant to Education Code section 17406(a)(4)(A), the District **does not** require firms to identify and designate the subcontractors who will be performing more than one-half of one percent of the price allocable to the construction work on the PROJECT.

After award of the lease-leaseback contract for the PROJECT, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor whose subcontract value exceeds one-half of one percent of the price allocable to construction work must be awarded a subcontract in accordance with the following process:

- A.** Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B.** Establish reasonable qualification criteria and standards.
- C.** Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. All subcontractors shall be properly licensed by the Contractors State License Board. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the PROJECT.

VIII. CONTENTS OF THE PROPOSAL

Firms must submit one original, 5 hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

- A. Cover Letter/Letter of Interest** - Include a cover letter, addressed to Christine Fullerton, Assistant Superintendent of Business Services, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.
- B. Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.
- C. Evaluation Categories**
 - 1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VIII(C)(1) will disqualify your Firm from any further consideration for this RFP.
 - a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non- responsive and that Firm's proposal will be rejected and returned to the Firm unopened.

The prequalification process is web based and is available from a link found on the Fountain Valley School District website at www.fvdsd.us. Prequalification documents must be submitted by Thursday, **February 22, 2018 by 4:00 PM**. Contractors will be notified by telephone, email, or mail their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the proposal submission deadline. **Contractors currently prequalified with the District for lease-leaseback projects will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from the District with your proposal.**

All mechanical, electrical or plumbing (“MEP”) subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license), and who must be designated and identified in the proposal as set forth in Attachment 3, must also be prequalified prior to submitting a proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Attachment 3 must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended;
- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or
- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.

- c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the PROJECT.
- d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm’s current and overall bonding capacity, and the ability to meet the bond requirements in Section 35.13 of the Construction Services Agreement.
- e. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35.4 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$1,000,000.00
- project Specific Aggregate (for this PROJECT only): \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal and Advertising Injury Limit: \$1,000,000.00

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$1,000,000.00
- Material Hoist where used: \$1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000.00

Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35.4 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:
 - a. **Description of Firm** – Include a description of the Firm's qualifications for providing preconstruction and lease-leaseback services on California school construction Projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
 - b. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing preconstruction and lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

- c. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing preconstruction and lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.
- d. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide preconstruction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's PROJECT.
- e. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant preconstruction and lease- leaseback services provided in the past five (5) years that are of the approximate size of the project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for preconstruction services and for lease-leaseback services, (4) total price for the project (please state amounts separately for preconstruction services and for lease-leaseback services, (5) client’s name and address, and (6) client contact name and phone number. **The District may contact these references, including a visit in person to a completed work site, as part of the interview process.**

4. **Preconstruction Services** – Describe your methodology in providing preconstruction services for the PROJECT, specifically discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that resulted in the identification of significant design conflicts or omissions, and of value engineering that resulted in significant savings of money or time.

5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor’s payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued to you, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a “skilled and trained workforce” as defined in Education Code section 17407.5 and Public Contract Code section 2600 et seq., for each apprenticeship occupation that will be used on the PROJECT, including your subcontractors at any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of “skilled journeypersons” for each apprenticeship occupation. Finally, identify and discuss which apprenticeship occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the PROJECT and state why.

6. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the PROJECT.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

7. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District, Orange County, and/or surrounding Southern California counties, by means of increasing the participation of these businesses in the District's purchase of goods and services. The District has a goal of ten (10) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.
8. **Exceptions to the Preconstruction Agreement, and/or Lease-Leaseback Agreement** – The Form of both the Preconstruction Services Agreement, and Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 4. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, and Section E.

D. Fee Proposal – Preconstruction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”

The fee proposal, “Attachment 2”, must be submitted in a separate, sealed envelope with your company name, proposal title, “Fee Proposal, Attachment 2”, labeled on the outside of the envelope along with your firms proposal.

Provide a lump sum fee to provide preconstruction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the preconstruction services and the lease-leaseback construction services.

IX. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

One original, 5 hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later than **2:00 p.m. on March 7, 2018**. Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Christine Fullerton
Assistant Superintendent of Business
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

B. Proposal Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

C. District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP, including but not limited to the Firm's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District.

The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

E. Modification or Withdrawal Of Proposal

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the due date deadline specified.

F. Amendments

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

I. Covenant Against Gratuities

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Indemnification and Insurance

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35.4 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

K. Conflict of Interest

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

L. Independent Contractor

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

M. Precedence of Documents

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreement included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

N. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

X. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

The District's Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm's proposal will be evaluated and scored only on the information that is included in the Firm's proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

B. Evaluation Categories, Points, and Scoring

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm's final score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Evaluation Committee divided by the number of Evaluation Committee members: final score = sum total of points/number of committee members). The final score will be calculated to two decimal places.

The RFP contains nine (9) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 1200 possible points.

EVALUATION CATEGORY	POINTS
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	300
Relevant Experience and Past Performance	350
Preconstruction Services	50
Labor Compliance/Skilled and Trained Workforce	150
Safety	50
Local Business Outreach and Participation	50
Exceptions to Preconstruction/LLB Agreements	50
Price (Attachment 2)	200
MAXIMUM TOTAL SCORE	1200

C. Short List Interviews

After each Firm's final score is calculated, the Proposal Evaluation Committee, based on the final scores, will determine the short list of Firms that may be invited to interview with the Proposal Evaluation Committee. The District, in its sole discretion, may determine that interviews are not needed after scoring the proposals. If held, the interview will consist of a short presentation (15 minutes) followed by a question and answer period (10 minutes). After the interview, the Proposal Evaluation Committee will re-evaluate the scores for the Firms invited to interview and make adjustments to the scores, if any, based on the information presented at the interviews. The total final scores will be used to determine the Best Value Scores (as defined in Education Code section 17400). Best Value Score equals the sum total of points/number of committee members.

XI. GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the Fountain Valley School District. The District also reserves the right to reject any or all proposals.

Approval to Start Work

The successful Firm may perform work once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firms. Selected Firms agree not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

Fingerprinting

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

ATTACHMENT 1 – FIRM QUESTIONNAIRE

The Respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

(1) Respondent name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of respondent: (check one)

Individual _____ Partnership _____ Corporation _____

(4) Names and titles of all principals/officers of the respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____.

(a) If yes, give other name, address and certification or license number.

Name _____

Address _____

License No. (if any) _____

(7) How many years has respondent been in business under its present business name?

(8) How many years of experience does respondent have providing similar services?

(9) For how many public agencies has respondent provided similar services?

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

(11) Please attach a short history of the respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify preconstruction and lease-leaseback construction services performed for other school districts in accordance with parameters described above.

- (13) Describe how respondent has successfully provided preconstruction and lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative preconstruction and lease-leaseback construction services utilized on previous PROJECTs.

SECTION B – LEGAL

(15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? .

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(17) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? .

(a) If yes, provide details:

(18) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? .

(a) If yes, provide details:

(20) Will respondent comply with all District, local, state and federal legal requirements, regulations and laws? .

SECTION C – ADDITIONAL INFORMATION

(21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

SECTION E. Exceptions to Agreement Forms

The Firm is required to list any exceptions to terms in the Agreement Forms below.

I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this ____ day of _____, 20__, at _____,
State of _____

Company Name

Signature

Title

Print Name

ATTACHMENT 2 – FEE PROPOSAL

ATTACHMENT 2 – FEE PROPOSAL

This fee proposal, "Attachment 2", must be submitted with the proposal.

The Firm proposes the following fees:

1. Preconstruction is anticipated to take place in two phases, four schools in each phase. The preconstruction fee should be expressed as a lump sum firm fixed price for each individual phase, based on the construction budget, schedule, and descriptions in Sections II and V of this RFP.

Preconstruction Fee Phase 1: [LUMP SUM] \$ _____

Preconstruction Fee Phase 2: [LUMP SUM] \$ _____

2. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions), and should be expressed as a percentage and shall be the same as the "Contractor's Fee" as set forth in Article 3 of the Construction Services Agreement in Attachment 4 to this RFP.

NOTE: Should the Firm try to revise the Contractor's Fee so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the lease-leaseback contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

Lease-Leaseback Fee: _____% of construction budget.

3. The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in Section II of the RFP.

General Conditions: \$ _____/month

For your proposed monthly general conditions fee, please provide a line item list and corresponding cost. Failure to provide, may significantly affect your score.

4. Total Fee Proposal:

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 12 months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

- 1. Preconstruction Fee: = \$ _____
- 2. Lease-leaseback Fee: ____ % x [construction budget] = _____
- 3. General Conditions: \$ _____/month x [no. of months] = _____

TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in both numbers and words:

\$ _____

Executed this ____ day of _____, 20__

Company Name

Signature

Title

Print Name

ATTACHMENT 3 — AGREEMENT FORMS

PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement (“Agreement”) is made and entered into effective _____, 2018, 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 _____ a licensed California building contractor (hereinafter “Contractor”) in relation to the [INSERT PROJECT NAME] 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 _____, 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 _____, 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 of the facilities that will comprise New School Administration Building.

“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 _____, 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 [INSERT NAME AND ADDRESS OF PROJECT SITE] School campus, located at _____, 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. _____); 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 _____.

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;

(i) Contractor shall submit to the Program Manager, at each document review

phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development 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) Ensure 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) 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) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase 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 \$_____ (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

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.

5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the Project, and 5% of the Total Project Fee to the completion of bid

documents/preparation of the proposed GMP.

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: _____, [TITLE]

By: _____

EXHIBIT "A" PROJECT BUDGET

EXHIBIT "B" BASIS OF COMPENSATION

Total Project Fee Amount: \$_____ (100%)

Proposed Fee Payout

The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
Total Project Fee	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.

Approved Hourly Rates for Services:**

- _____
- _____
- _____
- _____
- _____

**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 _____, 2018

[Name of Contractor]

By its:

_____ **PROJECT**

SITE LEASE

Between

FOUNTAIN VALLEY SCHOOL DISTRICT

and

Dated as of _____

PROJECT

SITE LEASE

This SITE LEASE is dated as of _____ and is by and between the Fountain Valley School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and _____, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the _____ School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the _____ School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted Due Diligence of the Site and the Project to determine the suitability of the site, site conditions, utilities, hazardous substances, and other conditions for the construction of the Project (more fully detailed at **Article 5** of the Construction Services Agreement); and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, pursuant to this Site Lease, the District and Lessee have agreed to the terms of the Sublease, which is incorporated and attached hereto as Exhibit "B," by which the District will sublease the Site and retain beneficial use and occupancy of the Site during which term, improvements will be constructed by Lessee. As the constructed improvements are completed, the District shall receive full beneficial use and occupancy of the constructed improvements upon payment for such improvements by the District to the Lessee. As part of this Site Lease, the District and the Lessee have agreed to terms by which the Lessee will perform construction improvements on the Site during the term of the Sublease according to the terms of the Construction Services Agreement ("CSA"), which is incorporated and attached to the Site Lease as Exhibit "C," to ensure that the improvements will meet the District's expectations and comply with applicable law.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Services Agreement" (CSA)** means the Construction Services Agreement, together with any duly authorized and executed amendments hereto.
 - C. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number _____, File Number _____, Allowances stipulated in the Contract Documents, and all Addendas, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including,

without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.

- D. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. (See **Article 14** of the CSA).
- E. **“Day”** means a calendar day unless specifically designated as a business day.
- F. **“District”** means the Fountain Valley School District, a school district duly organized and existing under the laws of the State of California.
- G. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **“Lessee”** shall mean _____, and its successors and assigns.
- I. **“Project”** means the improvements and related work to be constructed and installed by the Contractor, as part of this Site Lease and in accordance with the Construction Services Agreement attached hereto as Exhibit “C”.
- J. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit “A” attached hereto.
- K. **“Site Lease” or “Lease”** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- L. **“Sublease”** means the Sublease attached hereto and incorporated as Exhibit “B”, together with any duly authorized and executed amendment thereto.
- M. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of the Sublease.
- N. **“Term of this Lease” or “Term”** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Fountain Valley, County of Orange, State of California, more specifically described in Exhibit “A” attached hereto, including any improvements now or hereafter affixed thereto.

3. **TERM.**

The Term of this Site Lease shall become effective upon the authorized execution of this Site Lease and upon completion of Lessee’s Due Diligence with regard to the Site and issuance of a Notice to Proceed. The Term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in **Article 3.7** of the Construction Services Agreement and the Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District’s use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District’s knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called “Environmental Regulations”, and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the

owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;

- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of [**\$1.00 x number of years of lease**], on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Commencement Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease or the end of the Term of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

Subject to the terms of the Sublease attached hereto as Exhibit "B", the District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the Term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to use the Project during the Term of this Site Lease or Sublease and enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except

that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the Project from the Lessee, including any and all additions which comprise improvements, fixtures, repairs, replacements or modifications, as such improvements are built and paid for pursuant to the Construction Services Agreement with full title vesting in the District to all improvements upon the end of the Term of this Site Lease.

16. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

17. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments and Retention Payment, as applicable, then due or past due, less any allowed withholdings or offsets, and unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

18. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in **Article 5** of the Construction Services Agreement, Lessee has determined the Term of this Site Lease which shall extend at least until the Punch List is completed under **Article 13** of the Construction Services Agreement. Pursuant to the Construction Services Agreement, Liquidated Damages shall apply if the Contract Time is exceeded.

19. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than

thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessee: _____

Attn: _____
Email: _____

If to District: FOUNTAIN VALLEY SCHOOL DISTRICT
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: _____
Email: _____

21. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

22. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

23. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

25. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

27. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

“DISTRICT”

“LESSEE”

FOUNTAIN VALLEY SCHOOL DISTRICT

BY: _____

BY: _____

EXHIBIT "A"
DESCRIPTION OF SITE

[TO BE INSERTED]

EXHIBIT "B"

SUBLEASE

[TO BE INSERTED]

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

[TO BE INSERTED]

_____ **PROJECT**

SUBLEASE AGREEMENT

Between

FOUNTAIN VALLEY SCHOOL DISTRICT

and

Dated as of _____

_____ **PROJECT**

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (“Sublease”) is dated as of _____, and is by and between the Fountain Valley School District, a school district duly organized and existing under the laws of the State of California (“District”), and _____, a California corporation and operating under the laws of the State of California (“Lessor” or “Contractor”).

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit “A” attached hereto (the “Project”) and situated on the _____ School site described in Exhibit “B” attached hereto (the “Site”); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the “Site Lease”) for the purpose of Lessor constructing improvements on the Site during the Term of the Site Lease on the terms and conditions the District finds to be in its best interest and set forth in this Sublease and the Construction Services Agreement attached as Exhibit “C” to the Site Lease; and

WHEREAS, the District owns the Site, and pursuant to the Construction Services Agreement, has prepared and adopted plans and specifications for the completion of improvements, which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
 - A. **“Commencement Date”** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **“Construction Costs”** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Lessor’s overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Lessor’s and Developer’s home office overhead and profit. The term “Construction Costs” includes all

Lessor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Lessor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **“Construction Services Agreement”** (CSA) means the Construction Services Agreement attached hereto, together with any duly authorized and executed amendments hereto.
- D. **“Construction Documents”** consist of the Plans and Specifications approved by DSA under Application Number _____, File Number _____, Allowances stipulated in the Contract Documents, and all Addendas, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- E. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See **Article 14** of the CSA).
- F. **“Day”** means a calendar day unless specifically designated as a business day.
- G. **“District”** means the Fountain Valley School District, a school district duly organized and existing under the laws of the State of California.
- H. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- I. **“Event of Default”** means one or more events of default as defined in Article 16 of this Sublease.
- J. **“Guaranteed Maximum Price” or “GMP”** means the Guaranteed Maximum Price established pursuant to **Article 5** of the CSA to be paid to Lessor for Lessor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in **Article 17** of the CSA.
- K. **“Lessor”** shall mean _____, and its successors and assigns.
- L. **“Project”** means the improvements and related work to be constructed and installed by the Lessor, as more particularly described and/or referenced in Exhibit “A” attached hereto.

- M. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, particularly described in Exhibit “B” attached hereto.
- N. **“Site Lease” or “Lease”** means the Site Lease of even date herewith, by and between the District and the Lessor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- O. **“Sublease”** means this Sublease together with any duly authorized and executed amendment hereto.
- P. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of this Sublease.
- Q. **“Term of this Sublease” or “Term”** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District’s leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

3. **TERM OF THE SUBLEASE.**

- A. The Term of this Sublease shall become effective upon the authorized execution of this Sublease and issuance of a Notice to Proceed under the terms of the CSA and payment of the last Sublease Payment, unless otherwise terminated pursuant to this Sublease, the Site Lease, or the CSA.
- B. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
 - (1) An Event of Default and the Lessor’s election to terminate this Sublease pursuant to the provisions of Articles 16 and 17, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District’s option under Article 21 hereof.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represents and warrants to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

6. **APPROPRIATION OF FUNDS.**

- A. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor sublease payments (the "Sublease Payments") for the improvements, use and occupancy of the Project and Site. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. The Sublease Payments, which the parties acknowledge and agree, are good and sufficient consideration for the improvements and the District's use and occupancy of the Project and the Site.
- B. The District shall pay Lessor the portion of the GMP in accordance with the CSA. No Sublease Payment shall be made by the District in an amount that exceeds the aggregate cost approved in accordance with the CSA to the Lessor of the work on the Project completed to the date the Lessor submits an application for payment, less the aggregate amount of all Sublease Payments previously made by the District to the Lessor.
- C. In the event the District elects to exercise its option under Article 21.B below, the District's obligations under this Sublease including, but not limited to, the District's obligations to make Sublease Payments under this Article, shall thereupon cease and terminate.
- D. Except as specifically provided in this Article and in Article 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

8. **FAIR RENTAL VALUE.**

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, as well as payment for any tenant improvements made by the Lessor which title to the tenant improvements shall vest progressively in the District as such tenant improvements are built and paid for pursuant to the Construction Services Agreement. Full ownership of the Project shall occur at the end of the Term of this Sublease and payment of any amounts owed under this Sublease, unless this Sublease, the Site Lease or Construction Services Agreement is terminated in accordance with their respective terms and conditions. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, that title to the improvements completed and paid for by District as to which the District shall have the right to possess, occupy and use, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, and modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "C" to Site Lease) and which do not interfere with the Lessor's work on the Project and the Site.

9.

SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Article 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10.

USE OF SITE AND PROJECT.

Subject to reasonable interference from construction operations by the Lessor under the terms of the Construction Services Agreement during the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the Term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion of the Project or Site it occupies, uses or possesses. District shall provide certificates of insurance and additional insured endorsement naming Lessor.

11.

LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site or Project, to make repairs or service warranty obligations, and to exercise its remedies pursuant to the section in this Sublease entitled

“Remedies on Default.” District further agrees that Lessor and any of Lessor’s representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor’s request, the District agrees to remove the attachments and restore the Project to substantially as good a condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

14. **MAINTENANCE AND UTILITIES.**

Until the date of beneficial occupancy by the District of the entire Project and Substantial Completion of the Project as defined in the CSA, Lessor shall, in its own name, contract for and pay the expenses of all utility services required for the Project. Upon beneficial occupancy of the entire Project and Substantial Completion of the Project, the District shall, in its own name, contract for and pay the expenses of all utility services including, but not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. The District shall be responsible for all utilities and maintenance of only the portion of the Site occupied solely or beneficially by the District during construction of the Project by Lessor. Once the Project is accepted by the District as finally complete, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

15. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor’s income.

16. **EVENTS OF DEFAULT.** The term “Event of Default,” as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;

- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

17. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Article:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease Term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, not to exceed the approved costs for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments, nor to deliver up possession of the Project and the Site given pursuant to law, nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.
- C. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

18. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

19.

ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or re-convey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or sub-assignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

20.

OWNERSHIP.

During the Term of this Sublease, the District shall hold title to the Site and progressively obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as Sublease Payments are made to Lessor. During the Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Article 21 hereof or otherwise pays all required Sublease Payments, all remaining rights, title and interests of the Lessor, if any, in and to the Project and Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease, title to the Site, and any improvements constructed thereon shall vest in the District.

21.

SUBLEASE PREPAYMENT/ PURCHASE OPTION.

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may in its sole discretion, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount exceeding the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Article 21(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor; and (4) the retention for such Sublease Prepayment. Lessor must submit evidence that the conditions precedent set forth in Article 21(A)(1) below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Article 21(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor and exercised by the District in its sole discretion:
 - a. Satisfactory progress of the work and construction pursuant to the approved schedule and “Contract Time” pursuant to **Article 9** of the Construction Services Agreement shall have been made as determined in Article 21(A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code section 8132) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code section 8134) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the CSA. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor’s receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the Construction pursuant to the approved schedule and “Contract Time” has occurred shall be made by the Project Inspector hired by the District pursuant to **Article 10** of the CSA. If the Project Inspector determines that pursuant to the approved schedule and “Contract Time”, the work required to be performed, as stated in the Lessor’s Sublease Prepayment request has not been completed and approved, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

- B. Purchase Option. If the District is not in default hereunder, the District shall be granted options to purchase not less than all of the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Article.

22.

RELEASE OF LIENS.

- A. Notwithstanding Article 21 above, upon Substantial Completion of the Project as defined in the CSA and the recording of a Notice of Completion for the Project, Lessor or its assignee and the District shall release Lessor’s leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the CSA.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

23. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

24. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

25. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessor: _____

Attn: _____
Email: _____

If to District: Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708
Attn: _____
Email: _____

27. **TITLES.**

The titles to the Articles or sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

28. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

29.

LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

DISTRICT

"LESSOR"

FOUNTAIN VALLEY SCHOOL DISTRICT

BY: _____

BY: _____

EXHIBIT A
DESCRIPTION OF PROJECT

[TO BE INSERTED]

EXHIBIT B
DESCRIPTION OF SITE

[TO BE INSERTED]

_____ PROJECT

CONSTRUCTION SERVICES AGREEMENT

Between

FOUNTAIN VALLEY SCHOOL DISTRICT

and

[_____]

Dated as of _____

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[_____] PROJECT

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of _____, by and between the Fountain Valley School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and _____, a California corporation operating under the laws of the State of _____ ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with _____ (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of improvements at _____ School site (the "Project").

1. GENERAL INTENT

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a public works project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the lease-leaseback methodology under California Education Code section 17406 which permits the governing board of a school district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education's consideration of the possible methods of delivery, the Board has also reviewed available information from the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public School Construction Meeting Minutes and SAB Implementation Committee meeting minutes and considered the benefits and detriments of the lease-leaseback delivery method.
- 1.4 Further, the Board of Education understands that unique to the lease-leaseback delivery method, the lease-leaseback Contractor will not only be undertaking the traditional due diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's "Due Diligence" (as defined herein) as part of this lease-leaseback delivery method, the Contractor will be performing a review of the Construction Documents to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the Construction Documents were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence. The unique ability to determine with certainty the budget numbers for the Project

provides this Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.

- 1.6 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.
- 1.7 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein; and
- 1.8 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of public schools and community colleges including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.11 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
 - 1.11.1 Public Contract Code Section 4100 et seq. addressing subcontractor listing shall not apply except to the extent applicable under Education Code section 17406(a)(4). However, the District is requiring an open book accounting and the public selection of Subcontractors pursuant to Article 6.3 of this Agreement.
 - 1.11.2 Public Contract Code Section 20111 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code Section 17406 which allows for the award of the lease-leaseback contract on the basis of the best value to the District.

- 1.11.3 Public Contract Code Section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warranties that it shall propose no further changes or substitutions pursuant to Public Contract Code Section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.
- 1.11.4 The requirements in Public Contract Code section 22300 shall not apply.
- 1.12 Prequalification of Contractor and MEP Subcontractors. In accordance with California Public Contract Code section 20111.6, the Contractor is required to submit to the District a completed set of prequalification documents on forms provided by the District and be deemed prequalified by the District prior to entering into the Contract for the Project. In addition, all mechanical, electrical or plumbing (“MEP”) Subcontractors of any tier (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), must also be prequalified. It is the responsibility of the bidder to ensure that all MEP Subcontractors holding any of the licenses listed above are properly prequalified. This prequalification requirement for MEP Subcontractors applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above.

2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit “A.” Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

- 2.1 **Title 24 Responsibilities.** The Contractor shall continually supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:
- 2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- 2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Construction Documents, the Contractor shall correct the Work immediately.
- 2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may

affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. CONTRACT INFORMATION

- 3.1 District: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3200

- 3.2 Notices: _____, Director of Facilities
e-mail _____
- 3.3 Contractor: _____ [Name] _____
_____ [Address] _____
_____ [City] _____
_____ [Telephone] _____
- 3.4 Notices: _____
_____ [e-mail] _____

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.5 Contract Time is _____ Days.
- 3.6 Liquidated Damages for overstaying Lease (Art. 18) is \$ _____ per calendar day.
- 3.7 Guaranteed Maximum Price (Art. 5) is \$ _____.
- 3.7.1 Construction Contingency (within GMP) is \$ _____.
- 3.7.2 Errors and Omissions Contingency (within GMP) is \$ _____.
- 3.8 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:
- 3.8.1 District's Contingency (Art. 8) is \$ _____.
District Contingency is carried outside of the GMP.
- 3.8.2 Unforeseen Allowance is \$ _____.
Unforeseen Allowance is carried outside of the GMP.
- 3.9 The Contractor's fee for this Project is _____ percent (___%) and is included in the GMP.

4. **DEFINITIONS**

- 4.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.
- 4.2 Allowances are separate from the Unforeseen Allowance and mean budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders.

The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.

- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Beneficial Occupancy is not be used by the Contractor as a basis to request Retention Payment unless the entire Project is Substantially Complete in accordance with Article 4.45.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Application for Retention Payment and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.
- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.

- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the improvements performed, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number _____, File Number _____, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the Site Lease, Sublease, General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

- 4.20 Due Diligence is the review and analysis of as-built documents, title documents, any prior design documents for the Project or Site, geotechnical reports, surveys, site investigations and other documents and information provided by the District, and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.30 Project means the improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed

Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.

- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.36 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.37 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.38 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.39 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.40 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.41 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.
- 4.42 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.

- 4.43 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.44 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- 4.45 Substantial Completion is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items on the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use, as certified by the Architect pursuant to the Certificate of Substantial Completion set forth in the Division 1 Forms attached hereto.
- 4.46 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.47 Unforeseen Allowance means the budget established for hazardous substances and underground conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.48 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.49 Workers include laborers, workers, and mechanics.

5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. The GMP includes the costs for the Sublease Payments being paid by the District as Progress Payments and Retention Payment during construction in accordance with the terms of this Construction Services Agreement. Any references to Progress Payments shall also mean Sublease Payments. A Construction Contingency (Article 5.2.1) and an Errors and Omissions Contingency (Article 5.2.2) is contained within the GMP. Costs that are outside of the GMP shall be as follows:
- 5.1.1 Owner requested additional work (See Article 8) to be paid under the District Contingency.

5.1.2 Unforeseen underground soil conditions or unforeseen hazardous materials that meet the requirements of Article 13.15.5 and 18.4 to be paid under the Unforeseen Allowance.

5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, the District and Contractor represent and warrant that the GMP is separate and distinct from the Sublease Payments to be paid by the District under the Sublease. District represents and warrants and Contractor acknowledges that: 1) the total amount of Sublease Payments and any optional Prepayment under the Sublease include the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount is separate and distinct from Progress Payments and Retention, and 3) said rental amount shall be paid by the District with District non-local match contribution local funds.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall Complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.2.1 *Construction Contingency*. The Construction Contingency set forth at Article 3.8.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.

5.2.2 *Errors and Omissions Contingency*. Within the GMP shall be a line item amount to cover errors and omissions in the Construction Documents ("Errors and Omissions Contingency"). The Errors and Omissions Contingency at Article 3.7.2 is calculated based on coordination review of the Construction Documents and coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result,

Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use, except for any portions of Savings added to the Errors and Omissions Contingency, which Savings shall be allocated between the parties as provided in Article 7 below.

5.3 Due Diligence **[REVIEW AND REVISE TO REFLECT ACTUAL DUE DILIGENCE PERFORMED BY THE CONTRACTOR]**

5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports, reviewed applicable mitigation measures for the Project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project. All documents provided or reviewed by the Contractor shall be referred to collectively as the Due Diligence Documents.

5.3.2 *Review of Existing Conditions.* Contractor must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:

5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.

5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.

5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.

5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is consistent with that which is shown on the environmental reports that are provided.

- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Review of Construction Documents.* Contractor has performed a complete and diligent review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents. The Contractor has written and submitted RFIs to address potential design issues prior to the GMP development to obtain a comprehensive GMP that addresses design and constructability issues.
- 5.3.5 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 5.3.6 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Contingency.
- 5.3.7 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.
- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:
- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article

5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.

5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.

5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.

5.3.9.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.

5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a regular basis to the District.

6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease leaseback methodology provides the

ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

- 6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code Section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.
- 6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from Subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.
- 6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to reflect the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.
- 6.3 Selection of Subcontractors.
 - 6.3.1 If identified or requested in the District's Request for Proposal/ Qualifications ("RFP/RFQ"), the Contractor must use any Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ pursuant to Education Code section 17406(a)(4). All Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
 - 6.3.2 Following the award of the Contract to the Contractor by the District's Board of Education, and for all Subcontractors not identified in the Contractor's response to the District's RFP/RFQ, the Contractor shall proceed as follows in awarding construction Subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:
 - 6.3.2.1 Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
 - 6.3.2.2 Establish reasonable qualification criteria and standards.

- 6.3.2.3 Award the subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The process shall not apply to Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ. Subcontractors awarded construction subcontracts under this Article 6.3.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
- 6.3.2.4 All MEP Subcontractors must be prequalified as set forth in Article 1.12 above.
- 6.3.3 In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.
- 6.3.4 All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3.5 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.
- 6.3.6 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit "C".

7. **SAVINGS AND VALUE ENGINEERING**

- 7.1 **General Intent.** The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or Subcontractor negotiations that may occur after the GMP is established.
 - 7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal

could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.

7.1.2 *Other Savings* generated over the course of the Project through Subcontractor negotiations, replacement of Subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the “Open Accounting” of the Project and shall be counted towards Project Savings.

7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Construction Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.3, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Construction Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the Owner and Construction Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the Project related job costs to determine Savings as further outlined in Article 21.

8. DISTRICT CONTINGENCY

8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services (“Additional Services”) not described in this Construction Services Agreement. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 (“District Contingency”) in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor’s performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor’s acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.

8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. SCHEDULE

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.45) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.
- 9.2.1 *Governmental Delay Float*. Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than **twelve (12) days** per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require **twenty-four (24) days** of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require **six (6) days** of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed **12 days** per one (1) year period, but Contractor is required to include not be less than **12 days** of Governmental Delay Float during each one (1) year period. **[ADJUST NUMBER OF DAYS AS NEEDED]**
- 9.2.2 *Inclement Weather (Rain Days)*. The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.
- 9.2.3 *Granting of Days beyond those Anticipated*. A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.
- 9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.

- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
- 9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
 - 9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District, and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.
 - 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
 - 9.3.4 Deferred Approvals under Article 15.3 and 15.6
 - 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
 - 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2 .
 - 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
 - 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
 - 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals

shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.

10.1.1 *General.* One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

10.1.2 *Inspector's Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.

10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific

requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.
- 10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.
- 10.2 **STOP WORK ORDER.** DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

10.3 Inspector's Field Office. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Progress Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16
- f) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. ARCHITECT

- 11.1 Architect's Status. In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- 11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

12. DISTRICT RESPONSIBILITIES

- 12.1 District Site Representations. District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.
- 12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:
 - a) Failure to supply adequate workers on the entire Project or any part thereof;
 - b) Failure to supply a sufficient quantity of materials;
 - c) Failure to perform any provision of this Contract;
 - d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
 - e) Cases of bona fide emergency;
 - f) Failure to order materials in a timely manner;

- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subcontractor selection and award requirements under Education Code section 17406(a)(4);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work; or
- l) Failure to proceed on an Immediate Change Directive.

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

13. CONTRACTOR RESPONSIBILITIES.

13.1 Full Time Supervision. Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the

Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

- 13.2 Staff. Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.
- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide*. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality*. Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the

District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other public school construction.

- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District
- 13.12 Schedule of Values.
- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Built.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work

actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.
- 13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Schedule as required under Article 9.
- 13.14 As-Builts. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.
- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold scheduled Progress Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to the Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built

drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

13.15 Miscellaneous Obligations of Contractor

- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.

- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required “as built” drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of Architect.
- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.

13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.

13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

13.16 Close Out

13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.

13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

13.16.4 *As-Builts Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:

13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts

13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.

13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed,

Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.

- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C*. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project*. The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals*. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- 13.17 Correction of Work: Warranty. Neither a Progress Payment, Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project,

as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

- 13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all

manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

15.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

15.2 Shop Drawings.

15.2.1 *When Shop Drawings Are Required*. Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.

15.2.2 *Purpose for Shop Drawings*. Shop drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

15.2.3 *Shop Drawing Requirements*. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information

furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9
- 15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.
- 15.4 Submittals and Samples
- 15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and

Contractor review this information to confirm that the product is appropriate for the intended use.

- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative

form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.

- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 15.5.5 *District’s Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District’s property upon receipt by the District or Architect.
- 15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer’s descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.
- 15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times,

manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.
- c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow

submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

“The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, “Substitutions.”

15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of

requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.

15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:
1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.

17. EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 Notices of Non-Compliance. Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.
- 17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is

submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents (“Extra Work/Modifications”); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms.

EXTRA

CREDIT

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Equipment (attach invoices)	_____	_____
(c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) of Item (h)	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days	_____	_____

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

- 17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- 17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- 17.6 Deductive Change Orders
- 17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.
- 17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.
- 17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment or the Retention Payment.

18. TIME OF COMPLETION

- 18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED. CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR

OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.

- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.
- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

19. TERMINATION OF AGREEMENT

19.1 Termination for Breach.

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of

said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.

19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is

authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

- 19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- 19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid to Contractor:
1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
 3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.
- 19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments (if exercised by the District in its sole discretion) following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment pursuant to Article 21 of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination.
- 19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.
- 19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

20.1 Decision of Architect. “Disputes” or “Claims” as defined in Article 20.9.1.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 20.2 within ten (10) days after Contractor’s Article 17 request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 20.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

20.2 Architect’s Review. The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute..

20.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.2 has been provided, the Contractor shall, within ten (10) days after the Architect’s initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

20.5 Architect’s Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect’s written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 20.9.

- 20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.
- 20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.
- 20.6.1.1 If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- 20.6.1.2 The Arbitration process shall not toll the Disputes or Claims process under Article 20 or the requirement to submit Claims to Court under Article 20.13.
- 20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:
- 20.7.1 *Immediately upon discovery,* The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing of any:
- 20.7.1.1 Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence or Due Diligence Documents.
- 20.7.1.2 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- 20.7.1.3 Hazardous waste condition, except, if Contractor's bid includes removal or disposal of hazardous substances, or is part of Contractor's Due Diligence or Due Diligence Documents. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to

be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice procedures and requirements of Article 17.5.2 shall apply.

- 20.7.2 *The District shall investigate the conditions*, and if District finds that the conditions do materially so differ, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or Construction Change Document under the procedures described in the Contract.
- 20.7.3 *In the event that a dispute* arises between a public entity or District and the Contractor whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 18. Upon completion of the procedures set forth under Article 18, Contractor must then comply with the requirements in this Article including those set forth under Article 20.9.
- 20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under Article 20 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.
- 20.9.1 *Procedure Applicable to all Claims*
- 20.9.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.)
- 20.9.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- 20.9.1.3 Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 20.5, submit a notification in writing sent by registered mail or certified mail with

return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 20.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 20.1 through 20.5.

20.9.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- b. All documentation submitted pursuant to Article 20 to the Architect shall be submitted with the title "claim."
- c. A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.9.1.5 Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of Claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- d. Documents relating to the Claim, including:
 1. Specifications sections in question.
 2. Relevant portions of the Drawings
 3. Applicable Clarifications (RFI's)
 4. Other relevant information, including responses that were received.
 5. Contractor Analysis of Claim merit.
 - (a) Contractor's analysis of any Subcontractor vendor claims that are being passed through.
 - (b) Any analysis performed by outside consultants.

- (c) Any legal analysis that Contractor deems relevant.
- e. Breakdown of all costs associated with the Claim.
- f. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9 and a chronology of events and related correspondence.
- g. Chronology of events and related correspondence.
- h. Applicable daily reports and logs.
 - 1. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).
 - 1. The metadata and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 - 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
 - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
- k. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- l. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- m. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- n. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph t below shall apply.
- o. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to Article 20.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- p. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District

and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 20.13.

- q. For purposes of Article 20.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- r. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Article 20.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- s. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Article 20.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 20.12 below.
- t. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Article 20.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Article 20.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- u. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to

whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- v. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- w. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

- 20.10 District (through CM or District's Agent or Attorney) May Request Additional Information. Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.
- 20.11 Claims Procedures in Addition to Government Code Claim. Nothing in the Claims procedures set forth in Article 20 of the CSA shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- 20.12 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1.
- 20.13 Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 20.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before
- 20.14 Warranties, Guarantees and Obligations. The duties and obligations imposed by this CSA and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the Contract Documents and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

- 21.2 District Audit. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid or cost tabulation utilized in submitting Contractor's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced and the bid or cost tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law

22.3 Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

22.4 Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. RECORDS OF WAGES PAID

23.1 Payroll Records

23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- 23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Contractor or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period,

the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments or Retention Payment then due.

23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.

23.2 Withholding of Payments & Penalties

23.2.1 The District may withhold or delay Progress Payments to the Contractor or a Sublease Payment or Retention if:

23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade"

as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with this Article 13 §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.

25. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold Progress Payments or Retention Payment if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26. HOURS OF WORK

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.

- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

27. SKILLED AND TRAINED WORKFORCE

- 27.1 Contractor and all Subcontractors of any tier must comply with the requirements set forth in Education Code section 17407.5, including providing an enforceable commitment that the Contractor and all Subcontractors of any tier will use a “Skilled and Trained Workforce” as defined in Education Code section 17407.5 (b)(3). Contractor and all Subcontractors are to carefully review all requirements set forth in Education Code section 17407.5 before entering into the Contract for the Project.
- 27.2 The Contractor’s commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract shall be established by the following:
- 27.2.1 Contractor shall include in all of its subcontracts, and Subcontractors shall require in its subcontracts of any tier, mandatory compliance with Education Code section 17407.5.
- 27.2.2 Contractor shall provide to the District’s Governing Board, on a monthly basis while the Project or Contract is being performed, a written report demonstrating that the Contractor and all Subcontractors of any tier are complying with the requirements set forth in Education Code section 17407.5. If the Contractor fails to provide this monthly report, the District shall immediately cease making payments (Sublease Payments or Retention Payment) to the Contactor.
- 27.2.3 The monthly report provided to the District’s Governing Board as required above shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.
- 27.2.4 Contractor’s commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract may also be established by the Contractor providing evidence and any other information or documents reasonably requested by the District showing that the Contractor has entered into a project labor agreement that includes the requirements of Education Code section 17407.5(c) that will bind the Contractor and all its Subcontractors of any tier performing Work on the Project or Contract.
- 27.3 If the District’s Governing Board has entered into a project labor agreement that will bind all contractors and subcontractors performing Work on this Project or Contract that includes the requirements of Education Code section 17407.5(c), the Contractor’s agreement that it will become a party to that project labor agreement shall satisfy the requirements under Education Code section 17407.5(c).
- 27.4 If the Contractor or Subcontractor of any tier is not in compliance with all of the requirements set forth in Education Code section 17407.5, the District shall exercise any rights or remedies allowed under Education Code section 17407.5 or other applicable law.

28. PROTECTION OF PERSONS AND PROPERTY

- 28.1 Fingerprinting. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District’s pupils. Contractor shall also ensure that its Subcontractors on the Project comply with

the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its Subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its Subcontractors.

- 28.2 Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and Subcontractors while on District property. Contractor understands and agrees that should any employee or Subcontractor of Contractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- 28.3 Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Contractor shall also prevent its employees or Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.
- 28.5 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by

District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- 28.9.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.9.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.10 Contractor shall (unless waived by District in writing):
- 28.10.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.10.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 28.10.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 28.10.4 Deliver materials to building area over route designated by District.
- 28.10.5 Take preventive measures to eliminate dust.

- 28.10.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
- 28.10.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 28.10.8 Not allow personal radios on the work site
- 28.10.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- 28.10.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- 28.10.11 Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
- 28.10.12 Contractor and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- 28.10.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.

- 28.10.14 Contractor shall, for all contracts involving state funds, submit a “Drug-Free Workplace Certification.” Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors’ employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its Subcontractors.
- 28.10.15 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit “I” and incorporated herein by this reference prior to commencing work on the Project.
- 28.11 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor’s failure to comply strictly with the IRCA.

29. PAYMENTS AND RETENTION

The Construction Cost of the Project shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement and Sublease. During the progress of construction, Contractor will provide monthly progress payment applications for the total scheduled value of the work completed under the GMP set forth in Section 3.7. District shall pay to Contractor a monthly progress payment comprising a sum equal to ninety-five percent (95%) of the scheduled value of the work approved and completed up to the last day of the previous month, less aggregate of previous payments (“Progress Payment”). If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Progress Payments within fifteen (15) days after District’s receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District’s approval of the periodic estimate for partial payment. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied. Contractor shall, at a minimum, provide the following documents as part of its request for a Progress Payment: (1) Schedule of Values, (2) Project Contingency Trackers, (3) Project Allowance Trackers, (4) Project Savings Reports (Refer

to the Project Savings Section for the Project Savings Items) including the budget versus actual costs of Project Management and General Condition Expenses , (5) Project Daily Reports (Contractor and Subcontractor), (6) Project Safety Reports, (7) Monthly Lien Releases Unconditional and Conditional Waivers (all contractors), and (8) Monthly Schedule Update and Narratives (with Recovery Schedules as needed).

- 29.1 The District shall retain five percent (5%) “Retention” from Progress Payments and release Retention as required in this CSA and specifically, not until after Close-Out under Article 13.16.
- 29.2 In no event shall the cumulative total of the Progress Payments/ Sublease Payments and Retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.

29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.

Notwithstanding anything to the contrary stated above, the Contractor may include in its request for payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;

29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

29.2.1.3 With each request for payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and

29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

- 29.3 Reasons to Withhold Payment. The District may withhold any payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the Work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
9. Failure of the Contractor to maintain As-Built drawings;
10. If, in the District's opinion, the representations to the District required pursuant to Article 9.4 cannot be made;
11. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an application for payment;
12. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
13. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
14. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
15. Failure to properly maintain or clean up the Site;
16. Payments to indemnify, defend, or hold harmless the District;
17. Any payments due to the District including, but not limited to, payments for failed tests, or utilities changes or permits;
18. Failure to submit an acceptable schedule in accordance with Article 9;
19. Failure to pay Subcontractor or suppliers;
20. Failure to secure warranties, including the cost to pay for warranties
21. Failure to provide release from material suppliers or Subcontractors when requested to do so
22. Items deducted pursuant to Article 17.6
23. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process

24. Allowances that have not been used

29.4 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under this CSA to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

29.5 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

30. NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

31. SUBCONTRACTOR PAYMENTS

31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

31.3 Payment Not Constituting Approval or Acceptance. An approved request for a Progress Payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

- 31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks will depend on the District and the specific circumstances.

32. SEPARATE CONTRACTS

- 32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured
- 32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

34. CLEANING UP

- 34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experienced workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors
10. Special Clean-Up.
11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
 - a. Remove putty stains from glazing, then wash and polish glazing.
 - b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
 - c. Remove temporary protection and clean and polish floors and waxed surfaces.
 - d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
 - e. Wipe surfaces of mechanical and electrical equipment.
 - f. Remove spots, soil, plaster and paint from tile work, and wash tile.
 - g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
 - h. Vacuum-clean carpeted surfaces.
 - i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

35. **INSURANCE**

35.1 **Insurance Requirements.** Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.2 **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.

35.3 **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

35.4 Specific Insurance Requirements

- 35.4.1 Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:
- 35.4.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
- | | | |
|----|--|----------------|
| 1. | Per occurrence (combined single limit) | \$1,000,000.00 |
| 2. | Project Specific Aggregate (for this Project only) | \$2,000,000.00 |
| 3. | Products and Completed Operations | \$1,000,000.00 |
| 4. | Personal and Advertising Injury Limit | \$1,000,000.00 |
- 35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:
- | | | |
|----|--|----------------|
| 1. | Automotive and truck where operated in amounts | \$1,000,000.00 |
| 2. | Material Hoist where used in amounts | \$1,000,000.00 |
| 3. | Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |
| 4. | In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). | |

35.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

35.6 Builder's Risk/All Risk

35.6.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the

underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the “Builder’s Risk/All Risk” Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

- 35.7 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor’s expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.
- 35.8 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- 35.9 Proof of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:
- 35.9.1 Certificates and insurance policies shall include the following clause:
1. “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”
 2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
 3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
 4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.
- 35.10 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.
- 35.11 No Waiver Created through Payments. The making of any payments under this CSA or the Sublease shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to Completion of the Project.

- 35.12 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.13 Performance and Payment Bonds

- 35.13.1 *Bond Requirements.* Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

- 35.13.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- 35.13.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- 35.13.4 Contractor is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

36. HOLD HARMLESS AND INDEMNITY

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of

California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") claims arising from failure to comply with the Construction Documents.

37. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor.

Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

38. TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project caused by the Contractor's failure to comply with the Permit.

40. EQUAL OPPORTUNITY CLAUSE

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);

- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);
- 40.5 Sexual orientation;
- 40.6 American with Disabilities Act (ADA) (See Article 41); and
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Construction Documents are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with Construction Documents shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

42. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

43. EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

44. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction

of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

- 46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the Unforeseen Allowance.
- 46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

47. NO ASBESTOS CERTIFICATION

- 47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following
- 47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
- 47.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
- 47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
- 47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- 47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- 47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

48. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

49. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

50. NOTICES

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

51. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

52. ASSIGNMENT

Except Contractor's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment will not transfer to the assignee the specific understanding associated with Contractor on this Project.

53. HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

54. INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

55. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county.

In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

56. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Name
Title

By: _____
Assistant Superintendent, Business Services

DATE: _____

DATE: _____

EXHIBIT "A"

SCOPE OF WORK / CONSTRUCTION DOCUMENTS

[TO BE INSERTED]

EXHIBIT "B"
MASTER BUDGET
[TO BE INSERTED]

EXHIBIT "C"
DVBE REQUIREMENTS

EXHIBIT "D"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the FOUNTAIN VALLEY SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the FOUNTAIN VALLEY SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the FOUNTAIN VALLEY SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the FOUNTAIN VALLEY SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State
Commission expires:_____

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the Fountain Valley School District ("District") and _____ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Fountain Valley School District ("District") as determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - 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.

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Fountain Valley School District ("District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The Fountain Valley School District ("District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - 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.

School District Official: _____

Date: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

EXHIBIT "T"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Fountain Valley School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 et seq., the Fountain Valley School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.**

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: _____.

Architect



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Chris Fullerton, Assistant Superintendent, Business
SUBJECT: **BOARD POLICY 3280 SALE OR LEASE OF DISTRICT-OWNED
REAL PROPERTY (FIRST READING)**
DATE: January 12, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 3280 Sale or Lease of District-Owned Real Property requires updates to reflect changes in Education Code related to priorities for first offer of property for sale and lease, specifically to delete the requirement of first offer to a charter school with at least 80 students. In addition, changes were made to specify circumstances under which the District is not required to convene a committee to sell, lease, or rent District owned property. BP 3280 is being brought to the Board of Trustees for approval for first reading.

Fiscal Impact:

There is a potential positive fiscal impact in the event the District chooses to sell property in the future.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 3280 for first reading, with necessary changes as indicated by the Board of Trustees.

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

The Board of Trustees believes that the district should utilize its facilities and resources in the most economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. **Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, the Board may elect not to appoint a district advisory committee.** (Education Code ~~17388-17389~~ **17387-17391**)

(cf. 1220 - Citizen Advisory Committees)

Upon determination that district property is no longer needed, or may not be needed until some future time, the Board shall first submit a report to the local planning agency as to what real property the district intends to offer for sale or lease. Not less than 40 days after issuance of the report to the local planning agency, and prior to entering into any agreement for sale or lease of district real property, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in applicable law. (Education Code 17230, ~~17387-17391~~, ~~17457.5~~, 17464, 17485-17500; Government Code 54222, ~~65402~~)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

Business and Noninstructional Operations
(cf. 9320 - Meetings and Notices)

BP 3280(a)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

District Advisory Committee

The district advisory committee on use or disposition of surplus school buildings or space shall consist of 7-11 members representative of each of the following: (Education Code 17389)

1. The district's ethnic, age group, and socioeconomic composition
2. The business community, such as store owners, managers, or supervisors
3. Landowners or renters, with preference to representatives of neighborhood associations
4. Teachers
5. Administrators
6. Parents/guardians of students
7. Persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities and counties in which the surplus property is located

This committee shall: (Education Code 17390)

1. Review projected school enrollment and other data to determine the amount of surplus space and real property
2. Establish and circulate throughout the attendance area a priority list for use of surplus space and real property that will be acceptable to the community
3. Hold hearings, with community input, on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes
4. Make a final determination of limits of tolerance of use of space and real property
5. Send the Board of Trustees a report recommending uses of surplus space and real property

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The district advisory committee shall comply with open meeting requirements of the Brown Act. (Government Code 54952)

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

Regulation
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

Fountain Valley School District
Superintendent's Office

ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

December 7, 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
Ian Collins	Member
Jeanne Galindo	Member

Motion: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

BOARD WORKSHOPS

Assistant Superintendent, Business Services, Chris Fullerton, and Director, Maintenance and Facilities, Joe Hastie, provided an update to the Board of Trustees regarding Phases 1 and 2 of the Measure O HVAC and Modernization Project. Mrs. Fullerton provided a review of the scope of work at Courreges. She noted that plans are in DSA and we have received back comments and questions. Rachlin is working on responding by the middle of January. In addition, Mrs. Fullerton provided a review of the scope of work at Masuda. Similar to Courreges, Masuda plans are also in DSA, noting that we have also received some comments and questions. Rachlin is working on responding by the middle of December. In addition, she reviewed current budgets for both sites. Mrs. Fullerton reviewed Phase 2 plans in addition to the possibility of moving Cox into Phase 2, from Phase 3. She discussed some possibilities for bridging the cash flow issue that would result from moving Cox up to Phase 2. In addition, she reviewed the alternative school phase assignments. In closing, she reviewed next steps for the Board. After

MEASURE O PROJECT
UPDATE

discuss the Board gave direction to move Cox into Phase 2 and for Mrs. Fullerton to bring an RFP for Preconstruction and Lease Leaseback for the next phase(s) for Board approval in January.

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

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) (“Property”).

Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

- Conference with Legal Counsel—Existing Litigation: *Government Code Section 54956.9* (Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

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

PLEDGE OF ALLEGIANCE

Mrs. Fullerton led the Pledge of Allegiance.

Mrs. Crandall asked that the audience observe a moment of silence in honor of Masao Masuda, relative of Masuda Middle School namesake, Kazuo Masuda.

MOMENT OF SILENCE IN HONOR OF MASAO MASUDA

SPECIAL PRESENTATIONS

The Board of Trustees would like to recognize and thank outgoing Board President Sandra Crandall for her leadership this past year. The Board of Trustees joined staff and the community in celebrating the successes of 2017 in the Fountain Valley School District under her leadership.

RECOGNITION OF OUTGOING PRESIDENT SANDRA CRANDALL

Mr. Collins left the meeting at 6:35pm due to a family emergency.

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra presented and reviewed with the Board of Trustees the First Interim Report for the Fountain Valley School District. Mrs. Fullerton began the presentation by reviewing the District’s mission statement. She also provided an overview of the State economy and changes since adoption of the District budget. Mr. Guerra reviewed First Interim assumptions, revenues, and expenditures. Mr. Guerra

FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)

also reviewed the ending fund balance at First Interim versus adoption. Mrs. Fullerton emphasized that revenue growth is slowing, but costs are increasing. She shared multi-year projection assumptions and risk factors. In closing, she noted that we have a positive certification for our First Interim, in addition to positive ending fund balances in the current and subsequent two years. Moreover, she shared that we are projected to deficit spend beginning in 2019-20 and that these are all preliminary estimates as we will know more in January after the Governor's Proposed Budget is released.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz' activities since the last meeting included: CSBA Annual Conference. She shared several of the topics reviewed at the conference in San Diego and the information discussed. In addition, she enjoyed a holiday luncheon with her fellow trustees hosted at Mrs. Crandall's home.

Mr. Cunneen's activities since the last meeting included: Masuda Veterans' Day ceremony and annual financial report audit meeting with VTD. He shared as well his recent interview by Mark Castro and Brian Baker, cub scouts. He wished everyone a very happy holiday season and New Year, noting all that we have to be thankful for here.

Mrs. Galindo thanked everyone for their support during her recent bout with pneumonia. Her activities since the last meeting included: FVSF meeting. She noted the upcoming Taste of Fountain Valley on April 21. In addition, she thanked Mrs. Crandall for her service as Board President this last year. She wished everyone a happy and healthy holiday season.

Mrs. Crandall congratulated our students and teachers on the completion of the first semester of the year. Her activities since the last meeting included: Masuda Veterans' Day ceremony, Masuda jazz band concert and the Masuda orchestra, band and choir concert, soccer tournament at Talbert, Oka Thanksgiving Feast, Rotary Most Improved Student recognition honoring Fulton, SPC meeting, City of Fountain Valley tree lighting ceremony with a performance by the Fulton choir. She thanked the Board for their service this month.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to approve Mr. Cunneen as Board President for 2018. ELECTION OF BOARD PRESIDENT FOR 2018

Second: Mrs. Galindo

Vote: 4-0

Motion: Mrs. Galindo moved to approve Mr. Collins as President Pro Tem for 2018. ELECTION OF PRESIDENT PRO TEM FOR 2018

Second: Mrs. Crandall

Vote: 4-0

Motion: Mrs. Crandall moved to approve Mrs. Galindo as Board Clerk for 2018. ELECTION OF BOARD CLERK FOR 2018

Second: Mrs. Schultz

Vote: 4-0

Motion: Mrs. Schultz moved to approve the Selection of Representatives to County Committees and Councils and District Committees as discussed. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES

Second: Mrs. Galindo

Vote: 4-0

Dr. Johnson shared a request to change the start time of open session from 7pm to 6:30pm. Following discussion, the Board reached consensus to change the start time of open session to 6:30pm. SELECTION OF BOARD MEETING DATES FOR 2018

Motion: Mr. Cunneen moved to approve the Selection of Board Meeting Dates for 2018 and the change in start time of open session to 6:30pm.

Second: Mrs. Schultz

Vote: 4-0

The Board did not see need to submit a name in nomination to the CSBA Delegate Assembly and no action was taken.

CSBA DELEGATE
ASSEMBLY
NOMINATIONS
CONSENT CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Galindo moved to approve the Consent Calendar.

Second: Mr. Cunneen

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from November 9th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Resolution 2018-18: Payment to Trustee Jeanne Galindo for missed meeting due to illness
- Approval of 2017-18 First Interim Report
- Review and Approval of 2016-17 Financial Audit
- Approval of a Three-Year Extension of the McGraw-Hill Education *CA Math* Textbook Adoption for FVSD Middle Schools
- Declaration of Surplus Property and Agreement with General Auction Company for Disposal of District Surplus Vehicles
- Approve Resolution 2018-17 Establishing District Standards For Parts, Equipment and Products Associated with the Measure O HVAC and Modernization Projects
- Approval of Revised Consulting Services Agreement with Total Compensation Systems, Inc. for Post-Employment Benefits Actuarial Study
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
LeRoy Haynes Center for Children And Family Services	N/A	12/7/17-6/30/18
LeRoy Haynes Center for Children And Family Services	\$4,000	12/7/17-6/30/18
Port View Preparatory School, Inc.	\$13,747.50	7/1/17-6/30/18

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

- Mrs. Crandall Noted her recent work on the School Board Governance Handbook and the need to now work together as a Board to review and update this document. She suggested a January meeting in order to accomplish this work.
- Dr. Johnson Commended Mrs. Fullerton and Mr. Guerra for their presentation this evening. He shared as well a comment made by the County that the District is in the top five districts regarding district budget stability. In addition, he shared that the Board gave direction to move Cox into Phase 2 and to bring in a contractor for the rest of the phases. He commended Mrs. Abdel, our historian and the keeper of the culture in FVSD. He commended, as well, Mrs. Fullerton for her work regarding facilities. In addition, he commended Mr. Hastie for his efforts regarding facilities. He celebrated Dr. McLaughlin and the Ed Services team for their work on behalf of our students. And he also thanked Mrs. Lucchese. In closing, he thanked Mrs. Crandall for everything that she has done as president this year. And he congratulated Mr. Cunneen on his appointment as president, noting his excitement at the opportunity to work with him in the coming year. He thanked our staff, family and our community for the opportunity to serve our District and wished everyone a peaceful holiday season.

CLOSED SESSION

Mrs. Crandall announced that the Board would retire into a second Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- 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.
- Conference with Legal Counsel—Existing Litigation: *Government Code Section 54956.9*
(Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 2.10 acres of
 land improved with a 43,191 sq.
 ft. two-story commercial office
 building located at 265 S. Anita
 Drive, Orange, California
 (known generally as the
 Crossroads Office Park site)
 (“Property”).

- Negotiating Parties: Fountain Valley School District
 (real property negotiators
 Christine Fullerton, Assistant
 Superintendent, Business
 Services, and District legal
 counsel) (potential Seller), and
 the County of Orange (potential
 Buyer).

- Under Negotiation: Instruction to negotiators will
 concern price and terms of
 payment issues associated with
 the proposed sale of the
 Property to the potential Buyer.

ADJOURNMENT

Motion: Mrs. Shultz moved to adjourn the meeting at
 8:55pm.

Second: Mrs. Galindo

Vote: Unanimously approved

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

December 12, 2017

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 5:43pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Jim Cunneen	President
Ian Collins	President Pro Tem
Sandra Crandall	Member
Lisa Schultz	Member

Absent (arrived late):

Jeanne Galindo	Clerk
----------------	-------

Motion: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 4-0

Mrs. Crandall led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

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

PUBLIC COMMENTS

Mr. Cunneen announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- 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.
- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

Mrs. Galindo arrived to the meeting and joined Closed Session at 5:45pm.

The public portion of the meeting resumed at 6:18pm.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to adopt Resolution 2018-19: Intent to Initiate the Process of Establishing Trustee Areas and Elections By-Trustee Areas

RESOLUTION 2018-19:
INTENT TO INITIATE
THE PROCESS OF
ESTABLISHING
TRUSTEE AREAS AND
ELECTIONS BY-
TRUSTEE AREAS

Second: Mrs. Schultz

Mrs. Crandall noted her dissatisfaction with the need for the resolution, but acknowledged that it is an important step for the District.

Mr. Collins and Mrs. Galindo echoed these sentiments.

Vote:	Jim Cunneen	Aye
	Ian Collins	Aye
	Jeanne Galindo	Aye
	Sandra Crandall	Aye
	Lisa Schultz	Aye

5-0

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Mr. Collins Thanked everyone for their thoughts regarding his wife, Julie.

Dr. Johnson Wished everyone a happy holiday season and thanked the Board for their work.

ADJOURNMENT

Motion: Mrs. Crandall moved to adjourn the meeting at 6:25pm.

Second: Mr. Collins

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
January 18, 2018**

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	Parra, Cinthia	Resource Specialist	Fulton	12/11/2017
1.1.2	Neill, Bailey	Early Entry Kindergarten	Oka	01/31/2018

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHERS, HOURLY RATE OF PAY \$29.79

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	Peterson, Melissa	Courreges	01/08/2018
1.2.2	Golf, Nicole	Oka	01/08/2018

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.3.1	Richards, Jill	KindergartenTeacher	Cox	Maternity	01/22/2018

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SCHOOL CALENDAR FOR 2018-2019 SCHOOL YEAR (see attachment).

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SUPERVISED FIELDWORK AGREEMENT WITH BRANDMAN UNIVERSITY FOR TEACHER EDUCATION AND SCHOOL COUNSELING EXPIRE ON JANUARY 7, 2021.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
January 18, 2018**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Martinez, Yovana	Newland	ESP Aide Instructional Science	12/01/17
2.1.2	Vaughn, Sarita	Science Warehouse	Materials Assistant	12/14/17
2.1.3	Anderson, Julie	Newland	ESP Instructor	01/08/18
2.1.4	Macias, Carina	Gisler	Preschool Aide	01/09/18
2.1.5	Cortez, Melissa	Tamura	Instructional Assistant	01/09/18
2.1.6	Lopez, Kyle	Plavan	ESP Instructor	01/18/18
2.1.7	Erickson, Kirk	Grounds	Skilled Groundskeeper	01/26/18

FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Collins, Cristie	Talbert	Office Asssitant	12/11/17
2.2.2	Nguyen, Tu	Newland	ESP Aide Instructional Science	01/08/18
2.2.3	Pereira, Shakeera	Science Warehouse	Materials Assistant	01/08/18
2.2.4	Valencia, Rita	Newland	ESP Aide	01/08/18
2.2.5	Saucedo, Sarah	Various	Office Assistant	01/08/18

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.3.1	Florer, Gary	Cox	Custodian	Medical	10/22/17
2.3.2	Bruinsma, Pamela	Newland	ESP Aide	Medical	10/31/17

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, GUADALUPE ALVAREZ FROM ESP AIDE AT NEWLAND TO PRESCHOOL AIDE AT PLAVAN, EFFECTIVE 12/05/2017..

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Fullerton, Christine Guerra, Isidro	CASBO Annual Conference	Sacramento, Ca	Actual & Necessary	012719380- 5210	April 4-7, 2018
3.2	Hessler, Ross Mullin, Bill Johnson, Donna McCombs, Tony	2018 CSPA Conference	San Diego, Ca	Actual & Necessary	012819771- 5210	Feb. 1-4, 2018
3.3	Johnson, Donna	2018 Merit Sys- tem Academy	Downey, Ca	\$630.00	012719470- 5210	Jan 20, Feb. 10, March 10, April 14, May 19, 2018

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

January 18, 2018

<i>EDUCATIONAL SERVICES</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1 BLACKETT, Pam (Ed Services)	GATE testing at the 10 FVSD schools	Hourly certificated rate	016158155-1115	January 16, 2018 thru February 16, 2018

Reason for late submittal: Did not have this information in time for approval at the December 7, 2017 Board meeting.

4.2 BLACKETT, Pam (Ed Services)	ELPAC testing at the 10 FVSD schools	Hourly certificated rate	010028055-1115	February 13, 2018 thru March 23, 2018
4.3 SERRANO, Madeline (Ed Services)	ELPAC testing at the 10 FVSD schools	Hourly classified rate	010028055-2913	February 13, 2018 thru March 23, 2018

5.0 CONFERENCE/WORKSHOP ATTENDANCE

<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1 PRESCHOOL GLAD TRAINING ~ OCDE	PAREKH, Rakhee (Childcare Programs)	Anaheim, CA	\$750	120017598-5210	February 5-9, 2018
5.2 EAGLE SOFTWARE - AERIES MASTER SCHEDULE TRAINING	JOHNSON, Kevin NGUYEN, Thao ADAMS, Jay SPIRK, Nancy HOLMAN, Mark OLSON, Chris BURROUGHS, Belinda (Ed Services)	Anaheim, CA	Actual and necessary	012658155-5210	January 29-30, 2018
5.3 ACSA: EVERY CHILD COUNTS SYMPOSIUM	ROBINSON, Cara MCCANN, Jenny MOTSINGER, Amy (Support Services)	Anaheim, CA	\$375/each	010019961-5210	February 14-16, 2018

FOUNTAIN VALLEY SCHOOL DISTRICT

2018-2019 SCHOOL YEAR CALENDAR

AUGUST	15-29 21-Tuesday 30-Thursday	1 DAY TEACHER PRE-SERVICE SCHOOL OFFICES OPEN TO PUBLIC STAFF DEVELOPMENT #1
SEPTEMBER	3- Monday 4- Tuesday 5- Wednesday 13-Thursday 20-Thursday	LABOR DAY HOLIDAY TEACHER PRE-SERVICE FIRST DAY OF SCHOOL BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	19-Friday 29-31	MID TRIMESTER PARENT CONFERENCES (Modified Days)
NOVEMBER	1-2 9-Friday 12-Monday 19-23	PARENT CONFERENCES (Modified Days) STAFF DEVELOPMENT #2(<i>Non Student Day</i>) VETERANS DAY OBSERVED THANKSGIVING RECESS
END OF FIRST TRIMESTER 61 DAYS - DECEMBER 7		
DECEMBER	24-31	WINTER RECESS
JANUARY	1-4 7-Monday 21-Monday	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY
FEBRUARY	8-Friday 11-Monday 18-Monday 20-22	MID TRIMESTER/STAFF DEVELOPMENT #3(<i>Non Student Day</i>) LINCOLN'S BIRTHDAY HOLIDAY PRESIDENTS' DAY HOLIDAY PARENT CONFERENCES (Modified Days)
MARCH		
END OF SECOND TRIMESTER 61 DAYS - MARCH 22		
APRIL	11-Thursday 18-Thursday 22-26	6-8 OPEN HOUSE TK-5 OPEN HOUSE SPRING RECESS
MAY	10-Friday 27- Monday 28 - Tuesday	MID TRIMESTER MEMORIAL DAY HOLIDAY FVEA CONTRACTURAL OBLIGATION (Modified day)
JUNE	18-19 20-Thursday 26-Wednesday	MODIFIED DAYS LAST DAY OF SCHOOL SCHOOL OFFICES CLOSE TO PUBLIC

END OF THIRD TRIMESTER 58 DAYS - JUNE 20

DAYS OF INSTRUCTION – 180

NOTE: Every Thursday school is in session is a modified day. No instructional minutes are lost to students because of modified days.

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 1/18/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
FULTON			
	Fulton PTA	\$773.77	Club Stipends & Benefits
	Fulton PTA	\$131.19	Cheer Stipend & Benefits
	J. Rehling Students	\$426.00	Principal's Discretion
MASUDA			
	Parents & Students	\$300.00	Colab Class- Field trip trans. Costs
	Masuda PTSO	\$782.93	Disc Golf for PE classes
TALBERT			
	Talbert PTO	\$1,050.53	Staff Radios
	Charles Lam & Mindie Nguyen	\$50.00	Music Program
	Talbert PTO	\$741.68	PE Equipment
	Talbert PTO	\$106.98	STEM Program
	STEAM Parents/Stu	\$300.00	STEM Transportation
	Talbert PTO	\$2,583.75	Ten Chromebooks
TAMURA			
	Education Foundation - Schools First Grant - Katie Mullin	\$3,556.13	Fountas & Pinnell Classroom Guided Reading Collection - Grade K
	Your Cause, LLC Trustee for PricewaterhouseCoopers LLP	\$40.00	Principal's discretion

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JANUARY 18, 2018**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing
Warrant Numbers: 78552 - 78884
Dates: 12/1/2017 - 12/27/2017

Fund 01	General Fund	276,617.89
Fund 12	Child Development	15,443.31
Fund 13	Cafeteria	61,549.84
Fund 21	GOB 2016 Election	10,000.00
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	8,692.91
Fund 68	Worker Comp	7,041.91
Fund 69	Insurance	61,794.06
TOTAL		\$ 441,139.92

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

01/18/2018

FRO 12/01/2017 TO 12/29/2017

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4006	STAPLES	650.00	+150.00	012869390 4325	Maintenance / Office Supplies
L20M4022	MOBILE MINI STORAGE	1,100.00	+500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4024	PRO PACIFIC BEE REMOVAL	1,500.00	+1,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20R0416	ROCHESTER 100 INC	1,359.38	+679.70	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0577	NASCO	700.00	+500.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0642	A1GM	420.00	+210.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
Fund 01 Total:			+3,039.70		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

01/18/2018

FRO 12/01/2017 TO 12/29/2017

<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>
L20R0192	SMART & FINAL	15,000.00	+9,612.50	123206098 4710	Extended School Food Service / Food
Fund 12 Total:			+9,612.50		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

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<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0097	LEVEL 27 MEDIA	2,000.00	-3,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0101	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	+1,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0147	SWIFT PRODUCE	11,000.00	+5,000.00	133207380 4710	Cafeteria Fund / Food
L20R0614	SANDWICH WORLD	4,000.00	+2,000.00	133207380 4710	Cafeteria Fund / Food
L20R0634	SCHOOL LUNCH PRODUCTS INC	25,000.00	+15,000.00	133207380 4710	Cafeteria Fund / Food
L20R0881	REFRIGERATION CONTROL COMPANY	500.00	+269.30	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:			+20,269.30		

FOUNTAIN VALLEY SD

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<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>
L20R0021	SELF INSURANCE PLANS	7,000.00	+2,900.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
Fund 68 Total:			+2,900.00		

FOUNTAIN VALLEY SD

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Total Account Amount:		+35,821.50			
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FOUNTAIN VALLEY SD
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BOARD OF TRUSTEES MEETING 01/18/2018

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4097	HB DIGITAL ARTS & BLUEPRINT IN	190.33	190.33	012869390 5899	Maintenance / Other Operating Expenses
L20M4161	HOME DEPOT	4,845.43	2,900.00	010013789 5899	Donations - Oka / Other Operating Expenses
			1,945.43	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4162	CRANDALL'S PLUMBING INC.	750.00	750.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4163	VILLAGE NURSERIES	439.09	439.09	012899390 4343	Gardening / Gardening Supplies
L20M4164	GANAHL LUMBER COMPANY	42.98	42.98	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4165	CRANDALL'S PLUMBING INC.	649.00	649.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4166	UNITED PARCEL SERVICE	30.00	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
L20M4167	GRUETT TREE COMPANY INC	18,365.00	18,365.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
L20M4169	VORTEX INDUSTRIES INC	2,947.36	2,947.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4170	REFRIGERATION SUPPLIES DISTRIB	1,075.00	1,075.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4171	KIMBALL MIDWEST	395.92	395.92	012869390 4345	Maintenance / Maintenance Supplies
L20M4172	HUNTINGTON BEACH GLASS & MIRRO	623.20	623.20	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4173	VALIANT NATIONAL AV SUPPLY	1,472.50	1,472.50	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0813	CDWG	158.39	158.39	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0866	CERTIFIED TRANSPORTATION BUS C	636.00	636.00	010143887 5811	Other Donations - Talbert / Transportation Outside Agency
L20R0902	HEINEMANN	1,104.38	1,104.38	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0916	LAKESHORE LEARNING MATERIALS	97.88	97.88	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
L20R0917	LAKESHORE LEARNING MATERIALS	217.50	217.50	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
L20R0918	CABRILLO MARINE AQUARIUM	250.00	250.00	010143887 4310	Other Donations - Talbert / Instructional Supplies
L20R0919	SOUTHWEST SCHOOL AND OFFICE SU	121.65	121.65	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
L20R0924	SOUTHWEST SCHOOL AND OFFICE SU	47.43	47.43	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
L20R0927	BEHAVIOR SOLUTIONS INC.	7,000.00	7,000.00	015709861 5813	Federal Mental Health-Psych / Consultant
L20R0941	SOUTHWEST SCHOOL AND OFFICE SU	30.00	30.00	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
L20R0945	APPLE COMPUTER ORDER DEPARTMEN	438.91	438.91	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0948	SOUTHWEST SCHOOL AND OFFICE SU	69.60	69.60	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0949	SOUTHWEST SCHOOL AND OFFICE SU	380.64	380.64	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0950	BOOKSOURCE	223.16	223.16	010055675 4310	State Standards-READING / Instructional Supplies
L20R0952	SCHOLASTIC BOOK ORDERS	400.00	400.00	010055675 4310	State Standards-READING / Instructional Supplies
L20R0953	BARNES AND NOBLE	253.74	253.74	010055675 4310	State Standards-READING / Instructional Supplies
L20R0954	INSTITUTE FOR PROFESSIONAL DEV	27.48	27.48	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0957	BARNES AND NOBLE	450.99	450.99	010142989 5899	Donations - Fulton / Other Operating Expenses

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L20R0958	ATLAS BOLT	119.06	119.06	010142989 4311	Donations - Fulton / Elective Supplies
L20R0959	SEYCO-SCROLL SAW SPECIALISTS I	208.00	208.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0960	KLINGSPOR WOODWORKING SHOP	66.46	66.46	010142989 4311	Donations - Fulton / Elective Supplies
L20R0961	CALIFORNIA DOWEL & TURNINGS	187.25	187.25	010142989 4311	Donations - Fulton / Elective Supplies
L20R0962	SCHOLASTIC BOOK ORDERS	204.00	204.00	010055675 4310	State Standards-READING / Instructional Supplies
L20R0963	AMAZON.COM LLC	40.41	40.41	012109078 4325	Tech/Media Office Operation / Office Supplies
L20R0964	LANGUAGE NETWORK INC	210.00	210.00	012333155 5813	Title III-EL-Gisler / Consultant
L20R0965	CENTRAL DRUG SYSTEM	318.00	318.00	016919395 5210	7240 Special Ed Transportation / Travel, Conference, Worksho
L20R0966	CENTER FOR DRUG-FREE COMMUNITI	5,265.00	5,265.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference, Worksh
L20R0967	CITY OF HUNTINGTON BEACH	3,099.15	3,099.15	012869390 5570	Maintenance / Sanitation Fees
L20R0968	LEVEL 27 MEDIA	114.19	114.19	012658155 4325	Assessment and Accountability / Office Supplies
L20R0972	AGZOUR, JANA K	6,050.00	6,050.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0973	HEINEMANN	611.28	611.28	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0974	SOCIAL THINKING PUBLISHING	347.20	347.20	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0975	PACIFIC COACHWAYS	601.50	601.50	010142989 5899	Donations - Fulton / Other Operating Expenses
L20R0976	SCHOOL SERVICES OF CALIFORNIA	1,720.00	430.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
			430.00	010059771 5210	Contractual Obligation - Class / Travel, Conference, Worksho
			215.00	012719275 5210	Educational Services Admin / Travel, Conference, Workshop
			215.00	012719380 5210	Business Department / Travel, Conference, Workshop
			215.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			215.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
L20R0978	ORANGE COUNTY DEPARTMENT OF ED	1,000.00	1,000.00	010055375 5813	State Standards-SCIENCE / Consultant
L20R0979	AMAZON.COM LLC	2,283.67	2,283.67	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0980	CDWG	730.72	730.72	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R0981	PALOS SPORTS	700.45	700.45	010142989 5899	Donations - Fulton / Other Operating Expenses
L20R0982	CRAFT SUPPLIES USA	1,153.79	1,153.79	010142989 4311	Donations - Fulton / Elective Supplies
L20R0983	LARRY AND CARLA GUSTAFSON	14,875.00	14,875.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0984	BRAINPOP	2,604.56	2,604.56	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0985	BARNES AND NOBLE	768.87	768.87	010055675 4310	State Standards-READING / Instructional Supplies
L20R0986	SCHOOL OUTFITTERS	1,129.49	1,129.49	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0987	AMAZON.COM LLC	546.02	546.02	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0988	LENOVO (UNITED STATES) INC.	4,593.67	4,593.67	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0989	BUREAU OF EDUCATION & RESEARCH	425.00	425.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho

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L20R0991	PCMG INC	247.95	247.95	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0992	SEHI COMPUTER PRODUCTS	260.96	260.96	015511060 4399	Special Ed. - Tamura RSP / Equipment Under \$500
L20R0993	SOUTHWEST SCHOOL AND OFFICE SU	1,923.79	1,923.79	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0994	BARNES AND NOBLE	86.85	86.85	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0995	EDUCATIONAL MANAGEMENT SOLUTIO	2,449.75	2,449.75	012819771 5813	Personnel Commission / Consultant
L20R0996	HEINEMANN	519.82	519.82	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0999	LAKESHORE LEARNING MATERIALS	543.75	543.75	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1000	DISCOUNT SCHOOL SUPPLY	119.63	119.63	010239275 4310	School Nurse Expansion Project / Instructional Supplies
L20R1001	SEHI COMPUTER PRODUCTS	2,610.01	2,610.01	010114055 4399	Title I - Plavan / Equipment Under \$500
L20R1002	LOS ANGELES TIMES	256.19	256.19	012719380 5825	Business Department / Advertising
L20R1003	METRO BUSINESS SOLUTIONS INC.	187.24	187.24	012723232 4325	Sch Site Admin - Cox / Office Supplies
L20R1004	RAINBOW RESOURCE CENTER INC	178.07	178.07	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1007	METRO BUSINESS SOLUTIONS INC.	95.90	95.90	012723232 4325	Sch Site Admin - Cox / Office Supplies
L20R1008	HOME DEPOT	190.31	190.31	012733232 4327	Health Supplies - Cox / Health Supplies
L20R1009	SCHOLASTIC BOOK ORDERS	135.94	135.94	010113255 4310	Title I - Cox / Instructional Supplies
L20R1010	LAKESHORE LEARNING MATERIALS	249.04	249.04	010113255 4310	Title I - Cox / Instructional Supplies
L20R1011	COUGHLAN COMPANIES INC	517.25	517.25	010113255 4310	Title I - Cox / Instructional Supplies
L20R1012	BOOKSOURCE	207.97	207.97	010055675 4310	State Standards-READING / Instructional Supplies
L20R1013	AMAZON.COM LLC	415.46	415.46	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R1015	XEROX CORPORATION	10,289.64	10,289.64	012719380 4330	Business Department / Printing/Xerox Supplies
L20R1016	SCHOLASTIC BOOK ORDERS	200.00	200.00	010055675 4310	State Standards-READING / Instructional Supplies
L20R1017	ORANGE COUNTY DEPARTMENT OF ED	85.00	85.00	010028255 5210	Intervention-Administrative / Travel, Conference, Workshop
L20R1018	GREAT BOOKS FOUNDATION	455.27	455.27	010055675 4310	State Standards-READING / Instructional Supplies
L20R1019	BARNES AND NOBLE	1,152.30	1,152.30	010055675 4310	State Standards-READING / Instructional Supplies
L20R1020	BOOKSOURCE	2,537.22	2,537.22	010055675 4310	State Standards-READING / Instructional Supplies
L20R1021	PTM DOCUMENT SYSTEMS INC.	58.98	58.98	012849380 4325	Fiscal Services / Office Supplies
L20R1023	LAKESHORE LEARNING MATERIALS	50.00	50.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R1024	BEARCOM	365.98	365.98	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1025	BOOKSOURCE	690.28	690.28	010114055 4210	Title I - Plavan / Library Books
L20R1027	ORANGE COUNTY DEPARTMENT OF ED	194.34	194.34	012289961 5813	MAA - Administration / Consultant
L20R1028	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	015104760 4310	Special Ed. - Courreges SDC / Instructional Supplies
L20R1029	CALIFORNIA SCHOOL NURSES ORGAN	445.00	445.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R1030	PEARSON CLINICAL ASSESSMENT	2,314.56	2,314.56	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies

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L20R1031	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
L20R1032	STUDIES WEEKLY INC.	244.80	244.80	010055675 4310	State Standards-READING / Instructional Supplies
L20R1033	CERTIFIED TRANSPORTATION BUS C	1,969.23	1,969.23	010011089 5811	Donations - Tamura / Transportation Outside Agency
L20R1034	DALEY, DAVID	23,000.00	23,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R1035	ARIEL SUPPLY INC.	290.68	290.68	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R1036	ORANGE COUNTY DEPARTMENT OF ED	200.00	200.00	011273875 5210	School Climate-Talbert / Travel, Conference, Workshop
L20R1039	STAPLES	63.59	63.59	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
L20R1040	ARIEL SUPPLY INC.	804.21	804.21	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1041	ARIEL SUPPLY INC.	1,141.78	1,141.78	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R1042	INSTITUTE FOR PROFESSIONAL DEV	71.61	71.61	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R1043	PEARSON CLINICAL ASSESSMENT	990.00	990.00	012299963 5826	Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su
L20R1044	PEARSON CLINICAL ASSESSMENT	900.00	900.00	012299963 5826	Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su
L20R1045	STENHOUSE PUBLISHERS	80.48	80.48	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1046	SUPER DUPER SCHOOL COMPANY	158.73	158.73	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20R1047	PEARSON CLINICAL ASSESSMENT	658.88	343.03	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			315.85	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R1049	PRO-ED INC.	71.67	71.67	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20R1050	CSPCA	1,300.00	1,300.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
L20R1051	VOYAGER SOPRIS LEARNING INC	2,500.00	2,500.00	010019961 5215	Medi-Cal Billing-Instructional / Staff Development
L20R1053	ARIEL SUPPLY INC.	266.32	266.32	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R1054	OFFICE DEPOT	150.00	150.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
L20R1056	HEINEMANN	915.57	915.57	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R1058	CSPCA	630.00	630.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
L20R1059	AMAZON.COM LLC	217.49	217.49	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R1061	OCEAN VIEW SCHOOL DISTRICT	730.00	730.00	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
L20R1067	MADRIGAL , MARY	900.00	900.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
L20R1069	MCGRAW-HILL EDUCATION INC.	56,763.87	56,763.87	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R1071	SCANTRON CORPORATION	38.05	38.05	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1072	MCGRAW-HILL EDUCATION INC.	57,658.51	57,658.51	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R1073	MCGRAW-HILL EDUCATION INC.	48,944.06	48,944.06	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R1076	CSM CONSULTING INC	11,300.00	11,300.00	012109076 5813	E-Rate / Consultant
L20R1077	ANAHEIM BAND INSTRUMENTS	475.50	475.50	010143889 4311	Donations - Talbert / Elective Supplies
L20R1079	AMAZON.COM LLC	993.51	119.61	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies

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L20R1079	*** CONTINUED ***				
			873.90	010014747 4410	Sch Site Instr - Courreges / Fixed Assets \$500-\$5000
L20R1080	HEINEMANN	68.19	68.19	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R1081	BARNES AND NOBLE	316.11	316.11	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R1082	LEVEL 27 MEDIA	162.04	162.04	012724747 4325	Sch Site Admin - Courreges / Office Supplies
L20R1087	AMAZON.COM LLC	61.95	61.95	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R1093	REVENUE ENHANCEMENT GROUP INC.	2,230.23	2,230.23	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20S8028	ADVANTAGE WEST INVESTMENT ENTE	14,280.83	14,280.83	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8029	CANNON SPORTS	859.13	859.13	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	356,947.77	356,947.77		

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4168	ADVANTAGE WEST INVESTMENT ENTE	314.61	314.61	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0969	LAKESHORE LEARNING MATERIALS	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0970	LAKESHORE LEARNING MATERIALS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0971	ORIENTAL TRADING COMPANY	87.00	87.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0997	LAKESHORE LEARNING MATERIALS	98.94	98.94	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1014	KAPLAN SCHOOL SUPPLY	217.50	217.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1037	HOME DEPOT	108.75	108.75	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1055	SURPLUS TWO WAY RADIOS	186.22	186.22	120016098 4347	Extended School Instructional / Repair & Upkeep Equip Suppli
L20R1091	LAKESHORE LEARNING MATERIALS	510.00	510.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		1,686.15	1,686.15		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/18/2018

FROM 12/01/2017 TO 12/29/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0990	SENSOSCIENTIFIC INC	990.00	990.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0998	REFRIGERATION CONTROL COMPANY	565.61	565.61	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1048	CALIFORNIA DEPARTMENT OF EDUCA	65.00	65.00	133207380 4710	Cafeteria Fund / Food
L20R1052	REFRIGERATION CONTROL COMPANY	411.19	411.19	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		2,031.80	2,031.80		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/18/2018

FROM 12/01/2017 TO 12/29/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0936	AMAZON.COM LLC	60.05	60.05	682719470 5899	Workers Comp Admin / Other Operating Expenses
Fund 68 Total:		60.05	60.05		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/18/2018

FROM 12/01/2017 TO 12/29/2017

<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:			360,725.77		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2018 10

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
4200	BOOKS OTHER THAN TEXTBOOKS		98.00
4300	MATERIALS & SUPPLIES		70,141.00
4400	NONCAPITALIZATION EQUIPMENT		12,144.00
5800	PROF/CONS SERV & OPER EXPENSE	154.00	3,209.00
8600	LOCAL INCOME	154.00	28,939.00
9790	UNASSIGNED/UNAPPROPRIATED	56,653.00	
Subfund Total:		56,961.00	114,531.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 01/18/2018.

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

2018 3

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		8,031.00
2200	CLASSIFIED SUPPORT		47.00
3101	STRS-CERTIFICATED POSITIONS		999.00
3202	PERS-CLASSIFIED		6.00
3313	MEDICARE-CERTIFICATED		121.00
3314	MEDICARE-CLASSIFIED		6.00
3353	ARP-CERTIFICATED		12.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		2.00
3356	OASDI-CLASSIFIED		17.00
3501	SUI-CERTIFICATED		8.00
3502	SUI-CLASSIFIED		1.00
3601	WORKERS'COMP-CERTIFICATED		189.00
3602	WORKERS'COMP-CLASSIFIED		11.00
4300	MATERIALS & SUPPLIES	28,200.00	5,869.00
4400	NONCAPITALIZATION EQUIPMENT	3,137.00	
5200	TRAVEL & CONFERENCES		259.00
5800	PROF/CONS SERV & OPER EXPENSE	15,002.00	30,750.00
9790	UNASSIGNED/UNAPPROPRIATED		11.00
Subfund Total:		46,339.00	46,339.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 01/18/2018.

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



SO: 2017-18/B18-24
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #2: October 1 – December 31, 2017)**
DATE: January 12, 2018

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: October 1 through December 31, 2017

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the second quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.



2017-18 Quarterly Report Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

- Quarter #1 July 1 - September 30, 2017 **Report due by October 27, 2017**
- Quarter #2 October 1 - December 31, 2017 **Report due by January 26, 2018**
- Quarter #3 January 1 - March 31, 2018 **Report due by April 27, 2018**
- Quarter #4 April 1 - June 30, 2018 **Report due by July 27, 2018**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 1/18/18

Please submit to:

Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees
FROM: Julianne Hoefler, Director Educational Services
SUBJECT: **SCHOOL ACCOUNTABILITY REPORT CARDS (SARCS)**
DATE: January 12, 2018

Background:

In November 1988, California voters passed Proposition 98, also known as The Classroom Instructional Improvement and Accountability Act. Under the act, all public schools in California are required annually to prepare School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals.

Each school site in Fountain Valley School District (FVSD) annually completes a SARC that includes State-mandated information, which is both site-specific and district wide. In the 2017/2018 school year, SARCs were completed for each school site reflecting data from the current and prior school years. Each year SARCs must be posted to District and school websites by February 1. As mandated by the State, the SARCs for Cox, Fulton, Masuda, Plavan, and Tamura will be translated into Vietnamese and made available in the same location as the English ones.

Fiscal Impact:

Approval of the School Accountability Report Cards has no financial impact.

Recommendation:

It is recommended that the Board of Trustees approves the School Accountability Report Cards (SARCs) for all ten schools in Fountain Valley School District.

Samuel E. Talbert Middle School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Samuel E. Talbert Middle School
Street	9101 Brabham Drive
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4220
Principal	Jennifer Morgan
E-mail Address	Morganj@fvsd.us
Web Site	www.talbert.fvsd.us
CDS Code	30-66498-6071096

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

A. Vision Statement

Talbert believes in STUDENTS: collaboration, engagement, innovation, problem solving, and rigor for ALL.

B. Mission Statement

Talbert Middle School's mission is to prepare students to become articulate, thoughtful, productive, and contributing citizens of the future. To prepare students for the future, we must provide a safe, stimulating, inspiring educational environment which challenges each student's capacity to grow intellectually while at the same time respects and supports his or her need to grow socially and emotionally. Our mission is to provide a program where students will:

- Use and apply higher level thinking skills.
- Become an integral, important part of the school and community; connected in a positive way not only to their peers but also to the staff and school as a whole.
- Take responsibility for their learning and think independently.
- Develop the ability to make appropriate moral and ethical judgments as befits a citizen in a democratic society.
- Learn and apply the characteristics of a "Good Learner."

Talbert Middle School offers a diversified program, featuring a wide variety of activities, both curricular and extracurricular. These opportunities promote high student interest, a sense of tradition, and a quality learning experience for all students. Some highlighted opportunities include lunch-time homeroom sports league, after school sports, Homework Club,

Talbert is a STEAM (Science Technology Engineering Arts and Math) campus, providing real-world science and engineering experiences to seventh and eighth-grade cohorts, as well as, the rest of the campus through electives and a science fair. The STEAM program provides opportunities for students through field trips and hands-on experiences, including robotics, remotely operated vehicles, computer coding, animation, and a high level of technology integration. Furthermore, all students participate in the science fair, providing authentic real world problem solving in science.

In addition to academics, the staff at Talbert Middle School strives to assist students in their social and personal development. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has procedures in place to ensure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them to reach positive goals.

Additionally, Talbert Middle School is in Year 2 Implementation of Visible Learning. Visible Learning is a program focused on the factors that most impact student achievement, based on extensive research by Dr. John Hattie. For the 2017-2018 school year, the focus is Depth and Complexity which will increase rigor in classroom instruction. A 5 Year Visible Learning Plan provides guidance for Talbert staff in regards to instruction and school culture.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Grade 6	242
Grade 7	245
Grade 8	231
Total Enrollment	718

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.7
American Indian or Alaska Native	0.3
Asian	17.1
Filipino	1.4
Hispanic or Latino	18
Native Hawaiian or Pacific Islander	0.4
White	57.2
Two or More Races	4.5
Socioeconomically Disadvantaged	14.2
English Learners	4.2
Students with Disabilities	10.3
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	30	32	29	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	No	0.0%
Mathematics	McGraw Hill Adoption Year 2015	Yes	0.0%
Science	Prentice Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Talbert Middle School was originally constructed in 1972 and completely modernized between 2003 and 2005. The school is currently comprised of 28 classrooms, 2 computer labs, a library, an event center, a wood shop, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Talbert Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Talbert Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/21/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2020
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2020
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2020

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/21/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	64	71	72	75	48	48
Mathematics (grades 3-8 and 11)	54	62	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	715	708	99.02	71.05
Male	360	357	99.17	63.59
Female	355	351	98.87	78.63
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	122	122	100	85.25
Filipino	--	--	--	--
Hispanic or Latino	128	128	100	62.5
Native Hawaiian or Pacific Islander	--	--	--	--
White	410	405	98.78	71.36
Two or More Races	34	33	97.06	60.61
Socioeconomically Disadvantaged	115	113	98.26	56.64
English Learners	58	58	100	55.17
Students with Disabilities	72	69	95.83	15.94

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	716	707	98.74	61.81
Male	361	357	98.89	56.86
Female	355	350	98.59	66.86
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	122	122	100	77.05
Filipino	--	--	--	--
Hispanic or Latino	128	128	100	51.56
Native Hawaiian or Pacific Islander	--	--	--	--
White	411	404	98.3	61.39
Two or More Races	34	33	97.06	66.67
Socioeconomically Disadvantaged	115	113	98.26	48.67
English Learners	58	58	100	56.9
Students with Disabilities	72	67	93.06	11.94

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	87	76	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	15.2	22.2	46.9

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Talbert Middle School. Parents are encouraged to become involved in their child's education by volunteering at school events as well as join school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Fountain Valley Schools Foundation
- School Site Council
- Superintendent Parent Council
- Parent Conferences
- Parent Education Nights
- Lunch on the Lawn
- Got Real Assemblies
- Polar Day
- Music/Drama Performances

Contact Information

Parents who wish to participate in Talbert Middle School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4220 or visit the school website at www.talbert.fvds.us. The District's website (www.fvds.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	4.03	5.34	4.28	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Talbert Middle School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and State earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) School climate characterized by caring and connectedness,
- 2) Safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Parents are asked in the event of an emergency to check out students in the 6th and 7th Grade Bowl. No individuals may proceed onto campus without checking in with staff at the student release station.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	28	2	10	6	28	2	10	5	24	8	11	2
Mathematics	16	6	1	1	19	3	1	1	22	4		3
Science	29	1	11	5	28	1	13	3	30	2	7	7
Social Science	28	2	11	5	29	1	11	4	30	2	10	5

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	1.0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist	2.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,990	\$2,309	\$5,681	\$80,289
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	-6.3	-1.1
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-13.6	2.5

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District, there are both school level and district-wide initiatives.

Talbert staff is in Year 2 implementation of Visible Learning. Visible Learning is a research-based program based on factors that improve student achievement. In effort to increase rigor in instruction, professional development in depth and complexity is a focus in the 2017-2018 school year. Furthermore, a five year plan provides direction for campus-wide concentration on increasing student achievement and school culture.

All content areas are involved in district-level staff development through the Irvine Math Project, Irvine History Project, Next Generation Science Standards, and new novel selections and units in ELA. The rigor of instruction and student engagement will benefit as a result of the district staff development and collaboration amongst staff.

Additionally, Talbert will continue to focus on:

- Common Assessments
- Staff Collaboration
- Data
- Response to Intervention
- Co-teaching Methods
- Math and Reading Intervention
- Department Curriculum Mapping
- Depth and Complexity

Hisamatsu Tamura Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Hisamatsu Tamura Elementary School
Street	17340 Santa Suzanne Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 375-6227
Principal	Kathy Davis
E-mail Address	Davisk@fvsd.us
Web Site	www.tamura.fvsd.us
CDS Code	30-66498-6027924

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	Johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Home of the Tigers, Hisamatsu Tamura Elementary School is situated in a quiet, residential neighborhood in Fountain Valley. The 50-year-old school is one of seven elementary schools in the Fountain Valley School District, serving 600 students in transitional kindergarten through fifth grade. The school facility is attractive and well maintained, with 21 classrooms allocated for general and special education classes, as well as, support services. Stepping into a classroom at Tamura, one would immediately take notice of the positive and supportive tone that permeates the campus, an optimal environment for learning. Visitors often comment on the campus' attractive classroom environments and comfortable and inviting spirit at Tamura.

School and classroom assessments at Tamura Elementary are based on the District and California State Standards. Assessment practices are revised regularly to measure student progress most effectively. Expectations for meeting grade level standards are clearly communicated to students and parents, and proficiency is measured and reported regularly. Grade level California State Standards drive instructional planning and delivery. Our consistently high test scores place Tamura Elementary among the top performing schools in the county. Shared decision-making is practiced and input is enthusiastically received from members of the school community. We are committed to a school, free of violence and drugs, and offer a disciplined environment which is conducive to learning. Teachers and other professionals at Tamura stretch to become highly proficient educators. We see ourselves as a community of learners. Challenges are met enthusiastically and solutions are embraced school wide.

Tamura School exists to provide a strong academic base and a caring, educational environment. The school, in partnership with families and community, educates children in the knowledge and skills necessary to become informed and productive citizens that are dedicated to achieving this mission.

Our Mission:

Tamura's Mission, along with the Fountain Valley School District's, 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.

Our Vision:

Working as a partnership, the Tamura staff is committed to developing the academic, social-emotional, and physical well-being of ALL children. We believe that ALL students can learn with depth and complexity when there are high expectations, rigorous standards, and caring, involved teachers. As educators, we work together to constantly refine and improve our teaching practices, monitor student achievement, and differentiate instruction based on individual student needs. We actively engage our parents and community in our efforts to make an exceptional place for students to learn. We believe we teach the whole child. We expect academic achievement, personal responsibility, honesty, cultural sensitivity, and respect for all people, property, and the environment.

Tamura students will:

- Achieve academic excellence in English-language arts, mathematics, and the sciences.
- Be critical and creative thinkers, demonstrate effective problem-solving and decision-making skills that deal with real-world issues and challenges.
- Communicate effectively in listening, speaking, reading, and writing in a technologically advanced society.
- Use technology as a tool for learning, for acquiring, analyzing, and using information, and for accessing the wider world of people and ideas.
- Learn to work cooperatively, collaboratively, and independently, making choices and taking responsibility for learning.
- Demonstrate integrity, compassion, self-discipline, and interpersonal skills.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	111
Grade 1	83
Grade 2	96
Grade 3	100
Grade 4	116
Grade 5	104
Total Enrollment	610

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.3
American Indian or Alaska Native	0
Asian	47.4
Filipino	2.8
Hispanic or Latino	14.9
Native Hawaiian or Pacific Islander	0.7
White	27.5
Two or More Races	5.1
Socioeconomically Disadvantaged	16.7
English Learners	21.8
Students with Disabilities	6.2
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	25	24.1	23.1	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Tamura Elementary School was originally constructed in 1964 and was thoroughly modernized in the 2005 school year. The campus is currently comprised of 22 permanent classrooms, a computer lab, a library, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Tamura Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Tamura Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/11/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2019
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2019
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2019

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/11/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	69	75	72	75	48	48
Mathematics (grades 3-8 and 11)	69	79	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	323	320	99.07	74.69
Male	175	173	98.86	71.68
Female	148	147	99.32	78.23
Black or African American	--	--	--	--
Asian	143	141	98.6	78.72
Filipino	--	--	--	--
Hispanic or Latino	49	49	100	69.39
Native Hawaiian or Pacific Islander	--	--	--	--
White	87	87	100	68.97
Two or More Races	30	29	96.67	82.76
Socioeconomically Disadvantaged	55	53	96.36	56.6
English Learners	89	87	97.75	72.41
Students with Disabilities	28	28	100	50

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	323	322	99.69	78.57
Male	175	175	100	77.14
Female	148	147	99.32	80.27
Black or African American	--	--	--	--
Asian	143	143	100	84.62
Filipino	--	--	--	--
Hispanic or Latino	49	49	100	71.43
Native Hawaiian or Pacific Islander	--	--	--	--
White	87	87	100	72.41
Two or More Races	30	29	96.67	82.76
Socioeconomically Disadvantaged	55	55	100	65.45
English Learners	89	89	100	74.16
Students with Disabilities	28	28	100	39.29

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	92	82	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	10.4	23.6	53.8

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Tamura Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Accelerated Reader
- English Learner Advisory Committee
- Fountain Valley Schools Foundation
- Legislative Action Committee
- School Site Council
- ST Math
- Jog a thon

Contact Information

Parents who wish to participate in the school's leadership teams, activities, or become a volunteer may contact the office at (714) 375-6227 or visit the school website at www.tamura.fvsd.us. The District's website (www.fvsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.47	0.47	0.48	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Tamura School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	28		4		24		4		28		4	
1	26		4		30		3		28		3	
2	27		4		28		4		28		3	
3	29		3		28		4		28		4	
4	30		4		29		3		31		3	
5	33		1	2	31		4		25	1	4	
Other					11	1						

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.40	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	.60	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$8,368	\$2,052	\$6,316	\$81,290
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	4.2	0.1
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-3.9	3.7

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
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Average Principal Salary (Elementary)	\$135,595	\$122,364
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Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Three days are reserved specifically for this purpose. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and district-wide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Technology Integration
- Professional Learning Communities
- Thinking Maps
- GLAD Training
- California State Standards Math and ELA Implementation
- ST Math
- Bully Policy
- Positive Behavior Intervention Systems
- Cognitively Guided Instruction (CGI)
- Depth and Complexity
- Collaborative Conversations
- K-2 Word Study
- 3-5 Launching Leveled Reading
- Reading Comprehension through Interactive Read Aloud
- Fountas & Pinnell Assessment & Interventions
- Leadership Team

Roch Courreges Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

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Internet Access

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About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Roch Courreges Elementary School
Street	18313 Santa Carlotta Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4280
Principal	Chris Christensen
E-mail Address	ChristensenC@fvsd.us
Web Site	www.courreges.fvsd.us
CDS Code	30-66498-6094635

District Contact Information	
District Name	Fountain Valley School District
Phone Number	714.843.3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Courreges is committed to providing a safe and challenging environment for students. It is our expectation that students will succeed in the acquisition of basic skills and become life-long learners and quality citizens. Certificated and credentialed staff and our parent community are dedicated to assisting students in achieving this mission.

“Strive for Excellence” is the common vision, which drives all members of the educational community. Teachers, staff, and the administrator continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population. Courreges is dedicated to ensuring the academic success of every student, providing them with a comprehensive educational experience that becomes an integral part of their lives.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	97
Grade 1	117
Grade 2	92
Grade 3	112
Grade 4	113
Grade 5	130
Total Enrollment	661

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0
American Indian or Alaska Native	0.3
Asian	33.6
Filipino	2.3
Hispanic or Latino	13.5
Native Hawaiian or Pacific Islander	0.2
White	44.9
Two or More Races	5
Socioeconomically Disadvantaged	11.8
English Learners	13.2
Students with Disabilities	7.6
Foster Youth	0.6

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	27.3	27.5	27.5	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Courreges Elementary School was originally constructed in 1974 and is currently comprised of 26 classrooms, a computer lab, a library, and a spacious playground. The campus underwent a modernization project between summer 2003 and fall 2005, at which time all facilities were renovated. The facility supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Courreges Elementary provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Courreges Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/8/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2018
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2018
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2018

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/8/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

**CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students
Grades Three through Eight and Grade Eleven**

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	76	76	72	75	48	48
Mathematics (grades 3-8 and 11)	81	81	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

**CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	353	351	99.43	76.35
Male	199	198	99.5	72.22
Female	154	153	99.35	81.7
Asian	129	128	99.22	82.03
Filipino	--	--	--	--
Hispanic or Latino	44	44	100	65.91
White	158	157	99.37	73.25
Two or More Races	17	17	100	82.35
Socioeconomically Disadvantaged	45	44	97.78	54.55
English Learners	64	64	100	75
Students with Disabilities	38	37	97.37	35.14
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	353	352	99.72	80.68
Male	199	199	100	80.4
Female	154	153	99.35	81.05
Asian	129	129	100	89.92
Filipino	--	--	--	--
Hispanic or Latino	44	44	100	61.36
White	158	157	99.37	77.71
Two or More Races	17	17	100	88.24
Socioeconomically Disadvantaged	45	45	100	55.56
English Learners	64	64	100	81.25
Students with Disabilities	38	37	97.37	43.24
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	94	84	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	11.6	23.3	58.9

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Courreges Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Association (PTA). The PTA sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year.

Parents who wish to participate in Courreges Elementary School's leadership teams, activities, or become a volunteer may visit the Courreges PTA website at www.CourregesPTA.org. The district's website (www.fvsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	1.31	0.73	2.83	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Courreges Elementary School. Students are supervised before/after school, during lunch and recess periods by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and State earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) School climate characterized by caring and connectedness,
- 2) Safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	29		3		27		4		24		4	
1	24	1	3		29		3		28		4	
2	27		4		32		3		30		3	
3	28		4		28		4		27		4	
4	33		1	2	30		2	2	28		4	
5	28	1	3	2	28	1	1	3	27	1	2	2
Other					10	1			7	1		

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.5	N/A
Psychologist	.80	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,889	\$2,031	\$5,858	\$79,936
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	-3.4	-1.5
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-10.9	2.0

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Each school year, the school district specifically designates student-free days for the purpose of staff development. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and district-wide initiatives. Initiatives include:

- Cognitively Guided Instruction (CGI) in Mathematics
- Differentiated Instruction (DI)
- Academic Vocabulary
- Data-Responsive Instruction
- Response to Intervention
- Junior Great Books
- Technology Integration
- Positive Behavior Intervention Systems - Power Paw Program
- Reading Assessment & Intervention
- Professional Learning Communities
- Thinking Maps
- ST Math
- Chromebooks and iPads as instructional tools
- California State Standards Implementation

James H. Cox Elementary School

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About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	James H. Cox Elementary School
Street	17615 Los Jardines East
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4240
Principal	Patrick Ham
E-mail Address	HamP@fvsd.us
Web Site	www.cox.fvsd.us
CDS Code	30-66498-6066922

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

James H. Cox Elementary School is a Gold Ribbon Award winning school. It is a K-5 school serving about 750 students. It is located in Fountain Valley, California, and is one of 10 schools in the Fountain Valley School District (FVSD). Its high quality instructional program is designed to meet the varied needs of the student population. All students receive core curriculum instruction in accordance with the California State Standards. Students experience rigor through instruction that is re-mediated and enriched according to each student's individual needs.

Teachers, staff, and administrators continue to act on the belief that students come first. The educational programs at Cox are tailored to meet the needs of an ever-changing school population. Cox School is dedicated to ensure the academic success of all students, providing a comprehensive educational experience that is the foundation of future endeavors. Parents, administrators, teachers, and support staff work as an educational team for the betterment of all students.

Staffing

James H. Cox School houses self-contained general education classes, a Resource Specialist Program (RSP), Speech and Language Program (SLP), Library Media Center, Computer Lab, and an Extended Day Care facility (ESP). The full-time staff at Cox includes credentialed classroom teachers, an office manager, head custodian, RSP teacher, and principal. The part-time staff includes a psychologist, SLP teacher, SLP Assistant, library-media technician, office clerk, health assistant, night custodians, bilingual tutors, kindergarten aides, ESP lead instructor, ESP aides, food service assistant, and noon supervisors.

The staff works together to ensure the smooth running of the activities at Cox School. The certificated staff meets regularly throughout the year to provide input and make decisions related to the students and school. They also serve on various district committees to represent Cox. In addition, teachers and staff serve on the School Site Council (SSC), Parent Teacher Organization (PTO), Student Study Team (SST), School Solution Action Team (SSAT), Beginning Teacher Support and Assessment Program (BTSA), and the Leadership Team. Every Cox staff member is highly qualified. Classified staff provides formal and informal input for school decisions.

Students at Cox Elementary benefit from the following...

Professional Development & Assessments

- Cognitively Guided Instruction (CGI)
- Thinking Maps: Write from the Beginning and Beyond
- Smarter Balance (SBAC) Assessments
- FVSD Kindergarten and 1st Grade Assessments
- FVSD Writing Benchmark Assessments
- CELDT
- Fountas & Pinnell
- Scholastic Reading Inventory (SRI)
- Teacher created assessments
- Curriculum based measures
- Illuminate (management database)

Release Time/Grade Grade Collaboration

- Grade level horizontal collaboration
- Multiple grade level(s) vertical collaboration
- Professional development-CGI, Thinking Maps Writing & reading
- Site visitations/Grade level classroom walkthroughs
- CGI & Thinking Maps: training and collaboration
- Technology training and collaboration
- Illuminate training
- ST Math training
- District trainings
- Kindergarten and RSP Aides

Intervention

- (Title I & EL) Before and/or After School Intervention with Certificated Teachers
- Fountas & Pinnell Reading Intervention
- Bilingual Tutors
- Purple Folder Tutors
- Ticket to Read

Instructional Supplies

- Duplication materials – ink and masters
- Informational text allocation
- Lamination
- Fosnot units and materials
- Thinking Maps materials
- Intervention materials
- Professional literature

Technology

- Ticket to Read Reading Program
- ST Math site license
- Computer software licenses
- ELMOs and LCD Projectors for classrooms
- Chromebooks and/or iPads for ALL classrooms
- SmartBoards for classrooms
- School wide wireless internet access
- Hardware

All teachers work with English Learners (ELs) and make instruction comprehensible through ELD and SDAIE strategies. All EL students are tested yearly using the California English Language Development Test (CELDT) until they are redesignated as Proficient. CELDT results are communicated to parents annually along with information regarding their child's educational program at Cox School. ELs are expected to advance one CELDT level each year. Bilingual tutors work with students at the Beginning through Intermediate levels on the CELDT test. There is active parent participation on the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC).

Special Education and Gifted and Talented Education (GATE) students receive specialized instruction delivered by qualified teachers. Their identification follows established guidelines. Parents must give their consent before testing and are informed of procedures, identification criteria, and program goals. Teachers differentiate instruction according to assessment results in order to meet the needs of all learners.

Intervention occurs during and beyond the school day in the regular classroom. In the regular classroom whole group instruction is made more comprehensible through the use of visual support such as Thinking Maps, Discovery United Streaming, Brain Pop, Pages/Powerpoint, internet based websites, etc. Technology (ELMO, LCD Projector, laptop, and Smart Boards) helps facilitate visual support in every classroom. In addition to support provided during whole group instruction, small group differentiation occurs on a regular basis.

Title I funds are used to support target students during and beyond the school day. Students in first through fifth grades have the opportunity to participate in before or after school Reading/ELA and/or Math intervention groups. To ensure teachers are prepared to provide intervention, Title I funds are used for professional development fees, substitutes, and stipends in order to give teachers the opportunity to participate in trainings and meet in grade level horizontal and vertical teams.

Another important piece of the vision is to ensure that Cox School is an orderly place where all students feel safe and secure. The classrooms are well lit, comfortable, clean, and equipped with appropriate furniture and technology. Every student has access to the well-stocked library and computer lab. Title IV legislation provides guidelines for keeping students, staff, and visitors safe and secure while on campus. There is a School Safety Plan in place, and monthly drills are conducted to ensure students and staff understand the procedures to follow in case of emergencies. Curriculum promoting drug prevention and character education is used to help Cox students develop skills to help them deal successfully with real life situations.

All stakeholders are committed to promoting and maintaining this ambitious vision for the James H. Cox students, staff, and community.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	104
Grade 1	117
Grade 2	120
Grade 3	139
Grade 4	143
Grade 5	119
Total Enrollment	742

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.8
American Indian or Alaska Native	0.4
Asian	43.8
Filipino	2.7
Hispanic or Latino	22.6
Native Hawaiian or Pacific Islander	0.1
White	23.3
Two or More Races	5.3
Socioeconomically Disadvantaged	26.3
English Learners	29.4
Students with Disabilities	3.8
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	30	28.6	28.2	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Cox Elementary School was originally constructed in 1970 and is currently comprised of 31 classrooms, a computer lab, a library, a music room, and a spacious playground.

The campus underwent a modernization project between 2003 and 2006, at which time all facilities were thoroughly renovated. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Cox Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Cox Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/11/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2019
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2019
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2019

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/11/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	63	66	72	75	48	48
Mathematics (grades 3-8 and 11)	68	71	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	404	403	99.75	66.25
Male	198	197	99.49	63.45
Female	206	206	100	68.93
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	188	187	99.47	77.54
Filipino	--	--	--	--
Hispanic or Latino	78	78	100	52.56
White	95	95	100	64.21
Two or More Races	23	23	100	56.52
Socioeconomically Disadvantaged	106	106	100	56.6
English Learners	140	140	100	62.86
Students with Disabilities	19	19	100	26.32

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	404	403	99.75	71.22
Male	198	197	99.49	73.1
Female	206	206	100	69.42
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	188	187	99.47	82.89
Filipino	--	--	--	--
Hispanic or Latino	78	78	100	51.28
White	95	95	100	71.58
Two or More Races	23	23	100	69.57
Socioeconomically Disadvantaged	106	106	100	57.55
English Learners	140	140	100	74.29
Students with Disabilities	19	19	100	47.37

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	86	82	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	20.8	33.3	23.3

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Cox Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils. With small group, differentiated instruction being the instructional practice of emphasis, parents have opportunities to work and teach students in small groups. Volunteer opportunities to serve as a classroom parent, supporting teachers with student assignments, and serving as a PTO lead or chair for events are available for parents to get involved.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. The majority of the activities and events are listed below:

Book Fair Committee

Fall Family Fun Night Committee

Jog-A-Thon

5th Grade Activities/Promotion Coordinator

4th Grade Science Camp Coordinator

Dine Out Coordinator

ACE Rep / Astronomy Night / Box Tops / Copy Support / Crossing Guard / District Art / Fall Fundraiser / Lunch on the Lawn / Market Cards / Membership / Movie Nights / Red Ribbon Week / Room Parent Coordinator / School T-Shirts / Teacher Appreciation / Yearbook / Website Management

Contact Information

Parents who wish to participate in Cox Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4241 or visit the school website at www.cox.fvsd.us. The District's website (www.fvsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

PTO monthly meetings with free childcare are held on the third Tuesday of each month in Room B7 @ 6:30pm. Additional information and opportunities for parent involvement can be located in the Parent Involvement Policy, Parent/Student Handbook, and the PTO website.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.38	0.39	0.39	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Cox School. Students are supervised before/after school, during lunch/recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and State earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	28		4		29		4		26		4	
1	29		4		26		4		29		4	
2	29		5		28		5		30		4	
3	25		4		28		5		28		5	
4	30		3		28		4		29		5	
5	32		4	1	31		4		30		4	
Other	30		1									

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.5	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	.60	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,860	\$1,639	\$6,222	\$85,261
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	2.6	5.0
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-5.4	8.8

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Three student free days are reserved for this purpose. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and districtwide initiatives. Recent initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Technology Integration
- Professional Learning Communities
- SMART Boards Initiatives/Trainings
- ST Math Professional Development Trainings
- Grade Level Teacher Classroom Visits
- Weekly Morning Staff Meetings
- Grade Level collaboration meeting on Differentiated Instruction/Small Group Rotations
- California State Standards Implementation

For this school year, the Cox staff focused on Cognitively Guided Instruction in mathematics as well as Thinking Maps and Write From the Beginning and Beyond for ELA/writing. For CGI, Cox teachers are involved in PLC learning communities during instructional hours, as well as, after-hour professional development workshops. For Thinking Maps, three teachers representing K/1st, 2nd/3rd, and 4th/5th participated in a 10-day training seminar to become certificated trainers for the Thinking Maps Writing Program. After school training, demonstrations, and classroom visits are planned for the next two years.

Harry C. Fulton Middle School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Harry C. Fulton Middle School
Street	8778 El Lago Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 375-2816
Principal	Kevin Johnson
E-mail Address	JohnsonK@fvsd.us
Web Site	www.fulton.fvsd.us
CDS Code	30-66498-6027916

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

The mission of Fulton Middle School is to empower all students to S.O.A.R. to their greatest potential.

In addition to academics, the staff at Fulton Middle School strives to assist students in their social and personal development through positive behavior intervention and support. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has intervention procedures in place to ensure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them with reaching positive goals.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Grade 6	281
Grade 7	279
Grade 8	264
Total Enrollment	824

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.7
American Indian or Alaska Native	0.4
Asian	46.7
Filipino	1.9
Hispanic or Latino	11.8
Native Hawaiian or Pacific Islander	0.6
White	34.5
Two or More Races	3.3
Socioeconomically Disadvantaged	17.2
English Learners	5.3
Students with Disabilities	8.6
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	32	32	32	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	No	0.0%
Mathematics	McGraw Hill Adoption Year 2015	Yes	0.0%
Science	Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Fulton Middle School was originally constructed in 1968, expanded in 1984, and has since been thoroughly modernized. The campus is currently comprised of 28 classrooms (including portables), a computer lab, a library, a media center, a woodshop, and a spacious playground.

The most recent improvements to the school include technology upgrades to all classrooms. Each classroom is equipped with a surround-sound microphone system, LCD projector, and document camera. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Fulton Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Fulton’s custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/21/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2019
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2019
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2019

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/21/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	80	82	72	75	48	48
Mathematics (grades 3-8 and 11)	70	70	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	816	813	99.63	82.04
Male	409	407	99.51	77.89
Female	407	406	99.75	86.21
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	384	384	100	92.71
Filipino	13	13	100	100
Hispanic or Latino	97	97	100	72.16
Native Hawaiian or Pacific Islander	--	--	--	--
White	278	276	99.28	72.83
Two or More Races	29	29	100	75.86
Socioeconomically Disadvantaged	149	148	99.33	74.32
English Learners	114	114	100	76.32
Students with Disabilities	73	72	98.63	25

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	816	811	99.39	69.79
Male	409	406	99.27	67.73
Female	407	405	99.51	71.85
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	384	384	100	86.2
Filipino	13	13	100	92.31
Hispanic or Latino	97	96	98.97	43.75
Native Hawaiian or Pacific Islander	--	--	--	--
White	278	275	98.92	57.45
Two or More Races	29	29	100	65.52
Socioeconomically Disadvantaged	149	148	99.33	58.11
English Learners	114	114	100	64.91
Students with Disabilities	72	71	98.61	18.31

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	97	91	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	17.5	20.1	51.5

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Fulton Middle School. Fulton Middle School has a very active and involved PTA that supports our school and we encourage all parents to join. Parents are encouraged to become involved in their child’s education by volunteering at the school, participating in school activities, and joining school committees and councils. There is a variety of ways to become involved ranging from one-time events to weekly commitments.

Parents who wish to participate in Fulton Middle School’s leadership teams, activities, or become a volunteer may contact the office at (714) 375-2816 or visit the school website at www.fulton.fvzd.us. The District’s website (www.fvzd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	1.73	0.84	1.44	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Fulton Middle School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff and are presented to the School Site Council for additional input and review.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis monthly throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	27	2	20	2	27	3	15	3	22	11	10	4
Mathematics	23	3	5	1	26	2	1	4	26	2	2	4
Science	28	2	16	2	29	2	7	10	30	2	8	8
Social Science	26	3	17	2	28	2	11	8	25	6	11	5

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	1.0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.80	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist	2.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,464	\$1,970	\$5,494	\$84,429
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	-9.4	4.0
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-16.4	7.7

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District, there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement
- Data-responsive Instruction
- Response to Intervention
- Visible Learning / S.O.A.R.
- Co-teaching methods (Collaboratively taught classes for ELA and Math)
- Strategic/Intensive Intervention Curriculum/Strategies – Corrective Reading, Academic Vocabulary, Language! Live, and English 3D, Fountas & Pinnell Leveled Literacy
- Technology Integration
- Positive Behavior Intervention Systems
- California State Standards Implementation
- Professional Learning Communities
- The Irvine Math Project
- NGSS Workshops
- The Irvine History Project
- ELA grade-level curriculum development

Robert Gisler Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Robert Gisler Elementary School
Street	18720 Las Flores Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4210
Principal	Erin Bains
E-mail Address	BainsE@fvsd.us
Web Site	gisler.fvsd.us
CDS Code	30-66498-6027973

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Robert Gisler Elementary School is a TK-5 elementary school serving approximately 530 students. Gisler School is located in the Fountain Valley School District in Orange County. Gisler students represent a cross-section of cultural, racial and ethnic backgrounds, displaying various levels of abilities from gifted to at-risk. All students receive core curriculum instruction as identified by the Fountain Valley School District and California State Standards. Teachers work collaboratively to design an instructional program to meet the specific needs of students using research-based instructional practices, strategies, and techniques. Gisler is committed to every student reaching a level of proficient performance in order to prepare him/her for the future. Strong parent involvement is evident and supports the vital partnership between home and school.

The success of our Gisler Elementary School depends on the commitment of all staff (administrators, teachers, and support staff) to high-quality standards, expectations, and performances.

We believe all students can learn and are each a valued individual with unique physical, social, emotional, and intellectual needs.

Professional development is an integral part of our ongoing plan for continuous improvement; curriculum development, the design of instructional activities, and the use of assessment measures are focused on providing learning opportunities and feedback systems that enable students to achieve success.

Effective collaboration and communication with families as partners in the education of their children are essential to the success of Gisler Elementary School.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	112
Grade 1	87
Grade 2	68
Grade 3	87
Grade 4	96
Grade 5	80
Total Enrollment	530

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	1.1
American Indian or Alaska Native	0
Asian	21.5
Filipino	0.9
Hispanic or Latino	19.8
Native Hawaiian or Pacific Islander	0.6
White	48.7
Two or More Races	7.4
Socioeconomically Disadvantaged	16.8
English Learners	13.4
Students with Disabilities	10.8
Foster Youth	0.2

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	22	23.4	23.4	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Gisler Elementary School was originally constructed in 1969 and has been thoroughly modernized over the last several years. The campus is currently comprised of 23 classrooms, three multipurpose rooms, a library, and spacious playgrounds. In recent years, the school has received a new blacktop and roofing, as well as an inter-office phone system, upgraded intercom and security systems, classroom amplification systems, and perimeter lighting. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Gisler Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Gisler Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by the Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/14/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2020
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2020

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/14/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2020

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/14/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	72	72	72	75	48	48
Mathematics (grades 3-8 and 11)	66	70	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	260	257	98.85	71.6
Male	130	129	99.23	63.57
Female	130	128	98.46	79.69
Black or African American	--	--	--	--
Asian	61	60	98.36	78.33
Filipino	--	--	--	--
Hispanic or Latino	46	45	97.83	60

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
Native Hawaiian or Pacific Islander	--	--	--	--
White	128	127	99.22	69.29
Two or More Races	18	18	100	94.44
Socioeconomically Disadvantaged	53	52	98.11	53.85
English Learners	40	39	97.5	58.97
Students with Disabilities	36	35	97.22	20
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	260	258	99.23	69.77
Male	130	129	99.23	68.99
Female	130	129	99.23	70.54
Black or African American	--	--	--	--
Asian	61	60	98.36	78.33
Filipino	--	--	--	--
Hispanic or Latino	46	46	100	58.7
Native Hawaiian or Pacific Islander	--	--	--	--
White	128	127	99.22	66.93
Two or More Races	18	18	100	88.89
Socioeconomically Disadvantaged	53	52	98.11	46.15
English Learners	40	40	100	62.5
Students with Disabilities	36	35	97.22	20
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	77	84	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	11.7	20.8	46.8

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Gisler Elementary School. Parents are encouraged to become involved in their child’s education by volunteering at the school, participating in school activities, and joining school committees and councils. These committees and councils include SSC, PTO, and ELAC.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, award programs, activities, and field trips throughout the school year.

Parent volunteers are always encouraged in our classroom. We also have a Reading Club where volunteers work on a regular basis with our struggling readers. We have volunteers that are parent and family members as well as community members.

Contact Information

Parents who wish to participate in Gisler Elementary’s leadership teams, activities, or become a volunteer may contact the office at (714) 378-4211 or visit the school website at www.gisler.fvdsd.us The District’s website (www.fvdsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions		0.18	0.18	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions		0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Gisler School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	24	1	4		28		4		24	1	4	
1	27		2		29		2		28		3	
2	28		3		28		3		28		2	
3	24		3		28		3		31		3	
4	32		2	1	25		3		30		3	
5	28	1	3		31		3		23	1	3	
Other					12	2						

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$9,438	\$2,815	\$6,623	\$84,888
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	9.2	4.6
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	0.7	8.3

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Three student free days are reserved for this purpose. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and districtwide initiatives. Initiatives include:

- Fountas and Pinnell Benchmark Assessment System
- Data-responsive Instruction
- CGI
- Fountas and Pinnell Leveled Literacy Intervention
- Learning Walks
- Technology Integration
- Positive Behavior Intervention Systems
- Professional Learning Communities
- Fountas and Pinnell Continuum of Literacy Learning
- Leveled Readers
- California State Standards Implementation

Kazuo Masuda Middle School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Kazuo Masuda Middle School
Street	17415 Los Jardines West
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4250
Principal	Jay Adams
E-mail Address	adamsj@fvsd.us
Web Site	www.masuda.fvsd.us
CDS Code	30-66498-6094627

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Masuda Middle School is committed to providing a safe, supportive learning environment which promotes academic excellence through the mastery of basic skills while challenging students to become life-long learners and to reach their highest potential. Students at Masuda, guided by a team of knowledgeable, highly-trained teachers, administrators, and parents, will become effective communicators and creative thinkers who will be successful and responsible citizens.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Grade 6	246
Grade 7	299
Grade 8	287
Total Enrollment	832

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	1.1
American Indian or Alaska Native	0.5
Asian	50.1
Filipino	1.4
Hispanic or Latino	18
Native Hawaiian or Pacific Islander	0.4
White	23.2
Two or More Races	3.8
Socioeconomically Disadvantaged	29
English Learners	12.5
Students with Disabilities	5.6
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	33.4	32.4	31.4	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	No	0.0%
Mathematics	McGraw Hill Adoption Year 2015	Yes	0.0%
Science	Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Masuda Middle School was originally constructed in 1975 and was thoroughly modernized in 2006. The campus is currently comprised of 32 classrooms, 3 computer labs, a library, a home economics class, a wood shop, and a spacious playground. The facility supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Masuda Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Masuda Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by the Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/8/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2018
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2018
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2018

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/8/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	75	76	72	75	48	48
Mathematics (grades 3-8 and 11)	67	67	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	832	828	99.52	75.72
Male	377	375	99.47	72
Female	455	453	99.56	78.81
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	419	417	99.52	84.65
Filipino	13	13	100	84.62
Hispanic or Latino	147	147	100	57.82
Native Hawaiian or Pacific Islander	--	--	--	--
White	193	192	99.48	68.23
Two or More Races	33	32	96.97	81.25
Socioeconomically Disadvantaged	257	256	99.61	67.19
English Learners	216	215	99.54	64.65
Students with Disabilities	45	44	97.78	31.82

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	832	826	99.28	66.83
Male	377	373	98.94	63.81
Female	455	453	99.56	69.32
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	419	417	99.52	80.58
Filipino	13	13	100	69.23
Hispanic or Latino	147	147	100	46.26
Native Hawaiian or Pacific Islander	--	--	--	--
White	193	190	98.45	55.79
Two or More Races	33	32	96.97	65.63
Socioeconomically Disadvantaged	257	254	98.83	56.69
English Learners	216	214	99.07	58.41
Students with Disabilities	45	44	97.78	13.64

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	87	90	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	15.3	21.4	48.1

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Masuda Middle School. Parents are encouraged to become involved in their children's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from a highly active Parent-Teacher-Student Organization (PTSO). The PTSO sponsors numerous fundraisers, awards programs, and activities throughout the school year.

Parents who wish to participate in Masuda Middle School's leadership teams or activities, or to become a volunteer may contact the office at (714) 378-4250 or visit the school website at www.masuda.fvsd.us. The District's website (www.fvsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	1.87	1.85	1.41	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0.12	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Masuda Middle School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and intruder/lockdown drills are conducted annually, on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	19	15	15	2	23	7	18	2	22	11	8	8
Mathematics	21	3	1	2	17	4	2	1	29	2		5
Science	28	1	14	4	32		10	8	29	1	14	5
Social Science	27	3	12	5	30	1	10	8	29	2	14	4

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	
Counselor (Social/Behavioral or Career Development)	1.0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	0.375	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	.40	N/A
Resource Specialist	2.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$6,909	\$1,667	\$5,242	\$78,287
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	-13.6	-3.6
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-20.3	-0.1

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact which highly-skilled instructors have on student achievement. Throughout the District, there are both school-level and district-wide initiatives. Initiatives and development opportunities include:

- Student Engagement
- Visible Learning
- Differentiated Instruction
- Data-Responsive Instruction
- Response to Intervention
- On-Campus and Site-to-Site Visitations
- Co-Teaching Methods
- Strategic/Intensive Intervention Curriculum/Strategies - Corrective Reading, Academic Vocabulary, SRI (Scholastic Reading Inventory), Accelerated Reader, ST Math, and English 3D
- Technology Integration
- New Teacher Induction
- California State Standards/Next Generation Science Standards Implementation

William T. Newland Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
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DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

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About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	William T. Newland Elementary School
Street	8787 Dolphin Street
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4200
Principal	Chris Mullin
E-mail Address	mullinc@fvsd.us
Web Site	www.newland.fvsd.us
CDS Code	30-66498-6027999

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

William T. Newland Elementary is one of seven elementary schools in the Fountain Valley School District, located in Orange County. Currently, the school serves the needs of about 500+ students ranging from Transitional Kindergarten to fifth grade.

The mission of Newland Elementary School is to provide an educational environment in which academic excellence is expected and all children are encouraged to develop their maximum potential through a positive attitude toward self and others, a love of learning, an appreciation for diversity, and the cultivation of the ability to be a productive, useful member of society. The focus is on the unique needs of elementary school students as they transition through elementary to middle school.

Newland's focus on academic achievement requires us to continually adapt to the ever-changing needs of our student population. Moving into an age of California State Standards and Smarter Balanced Assessment Consortium (SBAC), Newland students continue to demonstrate proficiency at a high level with students. Newland also provides students an enriched instructional program. We are very fortunate to be able to offer choir, orchestra, and band programs along with several music-focused assemblies throughout the year. Additionally, we implement a wide-ranging art program throughout the school. Newland is committed to educating the whole child and fostering a sense of belonging to the school community. It is our mission to propel our Newland Dolphins to their greatest learning and social growth potential.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	114
Grade 1	78
Grade 2	74
Grade 3	84
Grade 4	73
Grade 5	77
Total Enrollment	500

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.4
American Indian or Alaska Native	0.6
Asian	15
Filipino	1.2
Hispanic or Latino	17
Native Hawaiian or Pacific Islander	0
White	60.6
Two or More Races	4.2
Socioeconomically Disadvantaged	11.2
English Learners	5.4
Students with Disabilities	12
Foster Youth	0.4

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	23.6	25.4	25.4	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Newland Elementary School was originally constructed in the 1960s and has been thoroughly modernized over the last several years. The campus is currently comprised of 23 permanent classrooms, 6 portable classrooms, a library, a staff lounge, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Newland Elementary School provides a safe and clean environment for students, staff, and volunteers. The District’s Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school’s custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Newland Elementary’s custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2015-16 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/14/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2020
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/14/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2020
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2020

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/14/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	83	81	72	75	48	48
Mathematics (grades 3-8 and 11)	80	80	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	230	223	96.96	80.72
Male	112	108	96.43	76.85
Female	118	115	97.46	84.35
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
Asian	35	35	100	77.14
Filipino	--	--	--	--
Hispanic or Latino	39	38	97.44	73.68
White	141	135	95.74	82.96
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	33	32	96.97	68.75
English Learners	18	18	100	72.22
Students with Disabilities	26	25	96.15	36
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	230	223	96.96	80.27
Male	112	108	96.43	82.41
Female	118	115	97.46	78.26
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	35	35	100	77.14
Filipino	--	--	--	--
Hispanic or Latino	39	38	97.44	68.42
White	141	135	95.74	83.7
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	33	32	96.97	65.63
English Learners	18	18	100	72.22
Students with Disabilities	26	25	96.15	20
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	78	88	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	14.3	22.1	48.1

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Newland Elementary School. Parents are encouraged to become involved in their child’s education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Association (PTA). The PTA sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- | | |
|--------------------------------------|--------------------------------|
| • Classroom Volunteers | • Legislative Action Committee |
| • Jog-a-Thon | • School Site Council |
| • Center Volunteers | • ST Math |
| • Art Masters | • AR Math |
| • Fountain Valley Schools Foundation | • AR Reading |

Parents who wish to participate in Newland Elementary School’s leadership teams, activities, or become a volunteer may contact the office at (714) 378-4200 or visit the school website at www.newland.fvzd.us. The District’s website (www.fvzd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.64	0.2	0.2	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Newland School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and State earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) School climate characterized by caring and connectedness,
- 2) Safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	20	2	3		24	1	4		24	1	4	
1	26	1	2		25		3		25		3	
2	24	1	2		25		3		28		2	
3	23	1	2		24	1	2		31		3	
4	31		2		24	1	2		29		2	
5	30		2		33			2	28		3	
Other	6	1			9	1			8	2		

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	1.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	3.0	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

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Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

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For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. The primary areas of focus for professional development center on the following goals:

- 1) Positively Impacting Student Achievement.
- 2) Increasing Teacher/ Staff Levels of Skills & Knowledge.
- 3) Growing Staff Capacity as Instructional Leaders Within & Across Grade Levels at School Sites.

Fountain Valley School District reserves three non-student workdays, specifically for this purpose. Throughout the school year, teachers attend additional training during or outside the student school day. Throughout our District, there are both school level and district-wide initiatives. The type of professional development opportunity can vary from facilitated workshops to conference attendance. Since teachers often learn in group settings, there are also opportunities for mentoring and small group follow-up supports as well. Professional Development initiatives include (but have not been limited to):

- Cognitively Guided Instruction (CGI) in Math
- Fountas & Pinnell
- Leadership
- Data-responsive Instruction
- Response to Intervention
- Technology Integration
- Reading instruction
- Effective Reading Intervention Academy
- Professional Learning Communities
- Accelerated Reader
- California State Standards Implementation
- Science Kit Training
- Special Education supports in the General Education classroom
- Peer-Peer Teacher Classroom Observations (within site, district, and outside-of-district)
- ST Math

Isojiro Oka Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

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- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

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About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Isojiro Oka Elementary School
Street	9800 Yorktown Avenue
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4260
Principal	Erik Miller
E-mail Address	MillerE@fvsd.us
Web Site	www.oka.fvsd.us
CDS Code	30-66498-6068605

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Mission Statement

Oka School is committed to providing an educational foundation and environment which fosters positive self-esteem and supports mastery of essential skills so students become productive, responsible, caring member of society. Teachers, administrators, support staff and parents are dedicated to assisting students in achieving this mission. Oka Elementary School provides a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population, so that academic growth, positive behaviors, and overall student success are brought together to set a strong foundation for each individual student's future.

School Description

Oka Elementary School is a 2016 California Gold Ribbon School, recognized by our state, for excellence in providing the highest quality education to our students! We are a huge source of pride within our community! We have been previously recognized as both a California Distinguished School and the Top Elementary School in Orange County, by the OC Register. Oka is part of the illustrious Fountain Valley School District, which is comprised of seven elementary schools and three middle schools. Oka is located just south of Fountain Valley in the city limits of Huntington Beach. Oka serves students in grades kindergarten through five on a traditional calendar schedule. In addition, we have four pre-school classes, and an Early Entry Kindergarten class on our campus, as well as, an Extended School Program, in order to provide before and after school child care. Oka is all about offering a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. Our educational programs are tailored to meet the needs of our specific students, however, all students are given access to appropriate curriculum, in order to best achieve success in mastering the California State Standards.

Students are guided by specific rules and classroom expectations that promote respect, cooperation, courtesy and acceptance of others. Our discipline goal is to provide students with opportunities to learn self-discipline through a system of rewards and consequences for their behavior. Trimester awards are bestowed to students who exhibit exemplary and scholarly behaviors. Oka is a Title I school, which means we receive additional funding to directly support students and staff. Personnel consists of classroom and special education teachers, a part-time psychologist, as well as, full and part-time classified staff members. Special programs include GATE (Gifted and Talented Education), Speech & Language, a Resource Specialist, and two Special Day Classes. All Oka students receive weekly music instruction by a credentialed music teacher. In addition, students in grades 3-5 have an opportunity to take band or orchestra. Over the past couple of years, through the support of various groups, Oka has increased the amount of technology available to students by adding over 160 Chromebooks and 40 iPads, as well as installing new projectors and SMARTBoards into every classroom.

Parents and the community are very supportive of the educational program at Oka Elementary School. Parents are encouraged to become involved in their child's education by volunteering at Oka, participating in school activities, and joining school committees and councils. In addition to community and business partnerships, Oka benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. This past year, the Oka PTO has been instrumental in helping provide and fund additional technology for student usage.

If asked to capture what Oka is all about in one sentence, this might do it: Oka is all about putting students first, being part of a cohesive and strong Wolfpack team, and striving for excellence in areas of academics.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	93
Grade 1	65
Grade 2	74
Grade 3	74
Grade 4	83
Grade 5	65
Total Enrollment	454

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.9
American Indian or Alaska Native	0
Asian	13.9
Filipino	0.2
Hispanic or Latino	21.4
Native Hawaiian or Pacific Islander	1.5
White	54.2
Two or More Races	7
Socioeconomically Disadvantaged	27.1
English Learners	8.6
Students with Disabilities	12.8
Foster Youth	0.9

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	18.3	19.3	21.8	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Oka Elementary School was originally constructed in 1970 and has been thoroughly modernized over the last several years. The campus is currently comprised of 24 permanent classrooms, a computer lab, a library, and a spacious playground. Recent upgrades to the school include installation of perimeter lighting and a public address system, as well as improved electrical and data circuits. Smart Boards have been installed in all rooms. The facility supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Oka Elementary provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Oka Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/11/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2020
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2020
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2020

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/11/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	65	63	72	75	48	48
Mathematics (grades 3-8 and 11)	68	67	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	219	216	98.63	62.96
Male	110	110	100	54.55
Female	109	106	97.25	71.7
Black or African American	--	--	--	--
Asian	36	36	100	75
Hispanic or Latino	44	44	100	52.27
Native Hawaiian or Pacific Islander	--	--	--	--
White	121	119	98.35	63.87
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	67	67	100	49.25
English Learners	22	22	100	59.09
Students with Disabilities	36	34	94.44	32.35
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	219	216	98.63	67.13
Male	110	110	100	68.18
Female	109	106	97.25	66.04
Black or African American	--	--	--	--
Asian	36	36	100	94.44
Hispanic or Latino	44	44	100	45.45
Native Hawaiian or Pacific Islander	--	--	--	--
White	121	119	98.35	66.39
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	67	67	100	55.22
English Learners	22	22	100	63.64
Students with Disabilities	36	34	94.44	35.29
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	84	88	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	31.7	20.6	19

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Oka Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils. In addition to numerous community and business partnerships, Oka benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and/or community involvement include, but are not limited to, the following:

- Best Foot Forward
- ST Math
- Art Masters
- Committee Leaders & Elected Officers of PTO
- Fountain Valley Schools Foundation
- Legislative Action Committee
- School Site Council
- Individual Classroom Volunteer Opportunities
- Book Fair & Holiday Gift Shoppe
- Chaperone Classroom/Grade Level Field Trips
- Accelerated Reader
- Red Ribbon Week
- Screen Free / Devices Dark Week

Contact Information

Parents who wish to participate in Oka Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4260 or visit the school website at www.oka.fvds.us. There, you will also find further information for various PTO connections and events. The District's website at: www.fvds.us also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.4	0.21	0.2	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary focus at Oka. Students are supervised before school, during recess and lunch periods, and after school by teachers, administrators, trained aides, and classified staff. During the school day, all individuals entering the Oka campus must report to the front office immediately. Once verified, they must sign-in and wear a Visitors Pass at all times while on campus.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan annually by March 1. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness between students-staff-parents,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of Oka students.

To supplement the Safe School Action Plan, Oka also has a Disaster Preparedness plan that includes steps for ensuring student and staff safety, during an incident. These possible incidents include earthquake, fire, weather related, and lockdown. Drills to support each of these possibilities are conducted throughout the year on a rotating basis to allow for practice and repetition to help students follow directions.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	23	1	3		22	1	2		25	1	3	
1	30		2		28		2		25		2	
2	26		3		28		3		27		3	
3	26		2		23		3		27		2	
4	28		2		32		1		31		3	
5	23	2	3		27	1	2	1	30		2	
Other									16	1		

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.40	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$10,534	\$3,538	\$6,996	\$81,564
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	15.4	0.5
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	6.4	4.1

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Professional development of staff members is a top priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. The primary areas of focus for professional development center on the following goals:

- 1) Positively Impacting Student Achievement
- 2) Increasing Teacher and Staff Levels of Skills & Knowledge
- 3) Growing Staff Capacity as Instructional Leaders Within & Across Grade Levels at School Sites

Fountain Valley School District reserves three non-student workdays, specifically for this purpose. In addition, during the school year, teachers attend training either during or after the student school day. Throughout our District, there are both school level and districtwide initiatives. Depending on the type of professional development opportunity, it can vary from facilitated workshops, trainings, working with colleagues to develop plans and strategies, to conference attendance. Teachers continue to participate in training during evening hours, summer days, and also within the school day. In addition to identified days within the school year calendar, Oka has also taken steps to increase the number of opportunities teachers have to collaborate with each other. There are over 25 days with specific times identified for facilitated articulation and peer collaboration. For site-specific professional development opportunities, these have been determined by Oka Leadership Team input and principal decisions. Because teachers often learn in group settings, there are also opportunities for mentoring and small group follow-up supports as well. Teachers are supported in multiple ways, including principal-teacher meetings, peer coaching, use of FVSD TOSA personnel, along with data analysis are all used to plan and drive instruction.

Professional Development initiatives include (but have not been limited to):

- Cognitively Guided Instruction (CGI) in Math
- SMART Board & Technology Integration
- Reading Committee Participation and Leadership
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Effective Reading Intervention Academy
- Professional Learning Communities
- ST Math
- Accelerated Reader
- California State Standards Implementation
- Math Expressions Implementation
- Academic Vocabulary Development
- Science Kit Training
- Special Education supports in the General Education classroom
- Peer-Peer Teacher Classroom Observations (within site, district, and outside-of-district).

Urbain H. Plavan Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Urbain H. Plavan Elementary School
Street	9675 Warner Ave.
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4230
Principal	Julie Ballesteros
E-mail Address	BallesterosJ@fvsd.us
Web Site	www.plavan.fvsd.us
CDS Code	30-66498-6085278

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

The Plavan community, which consists of students, teachers, support staff, and parents are committed to creating a learning environment that promotes success for everyone.

Academically the Plavan community will:

- create an environment where all students are given opportunities to be successful to the best of their abilities,
- implement consistent, academic programs that will be cohesive across all grade levels,
- take ownership and responsibility for teaching and learning,
- share in critical thinking, communication, collaboration, and creativity through our school-wide programs and curriculum in preparation for 21st Century learning, and
- Utilize technology as a learning tool for acquiring, analyzing, and applying information in preparation for college and career readiness.

Socially & Emotionally the Plavan community will:

- take part in a shared responsibility as we support each other as a team,
- follow our school-wide R.O.A.R. standards,
- foster a love of learning that focuses on the whole child,
- build a positive working relationship between all members of our community,
- show mutual respect towards our common goal of student achievement and well-being,
- demonstrate cultural sensitivity and respect towards real-world issues and challenges, and
- Display problem-solving abilities in working with others.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	105
Grade 1	85
Grade 2	94
Grade 3	89
Grade 4	70
Grade 5	70
Total Enrollment	513

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	1
American Indian or Alaska Native	0.2
Asian	52.4
Filipino	1.6
Hispanic or Latino	17.5
Native Hawaiian or Pacific Islander	1.9
White	20.9
Two or More Races	2.5
Socioeconomically Disadvantaged	27.1
English Learners	25.1
Students with Disabilities	5.7
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	23.7	23.1	23.1	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	No	0.0%
Mathematics	Houghton-Mifflin Adoption Year 2015	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Plavan School was originally constructed in 1972 and was thoroughly renovated between 2003 and 2005. The school is currently comprised of 22 permanent classrooms, a library, and a spacious playground. The facility supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Plavan Elementary provides a safe and clean environment for students, staff, and volunteers. The District’s Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school’s custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Plavan Elementary’s custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/21/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/21/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2021
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2021

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/21/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	69	75	72	75	48	48
Mathematics (grades 3-8 and 11)	69	72	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	231	230	99.57	74.78
Male	121	120	99.17	66.67
Female	110	110	100	83.64
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
Asian	126	126	100	80.16
Filipino	--	--	--	--
Hispanic or Latino	38	38	100	71.05
Native Hawaiian or Pacific Islander	--	--	--	--
White	44	43	97.73	67.44
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	71	71	100	70.42
English Learners	81	81	100	66.67
Students with Disabilities	14	13	92.86	15.38

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	231	230	99.57	72.17
Male	121	120	99.17	68.33
Female	110	110	100	76.36
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	126	126	100	83.33
Filipino	--	--	--	--
Hispanic or Latino	38	38	100	55.26
Native Hawaiian or Pacific Islander	--	--	--	--
White	44	43	97.73	60.47
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	71	71	100	64.79
English Learners	81	81	100	71.6
Students with Disabilities	14	13	92.86	38.46

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	88	90	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	9.9	28.2	50.7

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Plavan Elementary School. Parents are encouraged to become involved in their child’s education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parent and community involvement include, but are not limited to, the following:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Parent Education Nights • Art- Meet the Masters • Classroom Volunteer • Kids Run OC Marathon • Fountain Valley Schools Foundation • Grade Level Plays • School Site Council • Jog-a-Thon: Apex Fun Run • School Carnival | <ul style="list-style-type: none"> • Multicultural Day • Bowling Family Night • Lunar New Year Celebration • PTO • ST Math- ST Math Fluency • Accelerated Reader • RAZ Kids • English Learner Advisory Committee |
|--|--|

Contact Information

Parents who wish to participate in Plavan Elementary School’s leadership teams, activities, or become a volunteer may contact the office at (714) 378-4230 or visit the school website at www.plavan.fvgsd.us. The District’s website (www.fvgsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions		0.18	0.56	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions		0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Plavan School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor’s pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on two areas:

- 1) A school climate characterized by caring and connectedness and
- 2) The safe and orderly physical environment of the school

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	27		4		26		4		26		4	
1	28		3		30		3		28		3	
2	29		2		29		3		27		3	
3	29		3		29		2		26		4	
4	32		3		28		3		29		2	
5	31		3		32		3		28		3	
Other	7	1			6	1						

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.40	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	.80	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$9,574	\$3,340	\$6,234	\$73,896
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	2.8	-9.0
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-5.2	-5.7

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Three days are reserved for this purpose. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and district-wide initiatives. Initiatives include:

- California State Standards Implementation
- Fountas And Pinnell Reading Assessments
- Guided Reading: 2-3 days
- Balanced Literacy: 2-3 days
- ST Math
- RAZ-Kids Reading A-Z
- Positive Behavior Intervention Systems
- Bullying Policy
- Professional Learning Communities
- Junior Great Books
- Cognitively Guided Instruction (CGI)

Hisamatsu Tamura Elementary School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Hisamatsu Tamura Elementary School
Street	17340 Santa Suzanne Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 375-6227
Principal	Kathy Davis
E-mail Address	Davisk@fvsd.us
Web Site	www.tamura.fvsd.us
CDS Code	30-66498-6027924

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	Johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

Home of the Tigers, Hisamatsu Tamura Elementary School is situated in a quiet, residential neighborhood in Fountain Valley. The 50-year-old school is one of seven elementary schools in the Fountain Valley School District, serving 600 students in transitional kindergarten through fifth grade. The school facility is attractive and well maintained, with 21 classrooms allocated for general and special education classes, as well as, support services. Stepping into a classroom at Tamura, one would immediately take notice of the positive and supportive tone that permeates the campus, an optimal environment for learning. Visitors often comment on the campus' attractive classroom environments and comfortable and inviting spirit at Tamura.

School and classroom assessments at Tamura Elementary are based on the District and California State Standards. Assessment practices are revised regularly to measure student progress most effectively. Expectations for meeting grade level standards are clearly communicated to students and parents, and proficiency is measured and reported regularly. Grade level California State Standards drive instructional planning and delivery. Our consistently high test scores place Tamura Elementary among the top performing schools in the county. Shared decision-making is practiced and input is enthusiastically received from members of the school community. We are committed to a school, free of violence and drugs, and offer a disciplined environment which is conducive to learning. Teachers and other professionals at Tamura stretch to become highly proficient educators. We see ourselves as a community of learners. Challenges are met enthusiastically and solutions are embraced school wide.

Tamura School exists to provide a strong academic base and a caring, educational environment. The school, in partnership with families and community, educates children in the knowledge and skills necessary to become informed and productive citizens that are dedicated to achieving this mission.

Our Mission:

Tamura's Mission, along with the Fountain Valley School District's, 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.

Our Vision:

Working as a partnership, the Tamura staff is committed to developing the academic, social-emotional, and physical well-being of ALL children. We believe that ALL students can learn with depth and complexity when there are high expectations, rigorous standards, and caring, involved teachers. As educators, we work together to constantly refine and improve our teaching practices, monitor student achievement, and differentiate instruction based on individual student needs. We actively engage our parents and community in our efforts to make an exceptional place for students to learn. We believe we teach the whole child. We expect academic achievement, personal responsibility, honesty, cultural sensitivity, and respect for all people, property, and the environment.

Tamura students will:

- Achieve academic excellence in English-language arts, mathematics, and the sciences.
- Be critical and creative thinkers, demonstrate effective problem-solving and decision-making skills that deal with real-world issues and challenges.
- Communicate effectively in listening, speaking, reading, and writing in a technologically advanced society.
- Use technology as a tool for learning, for acquiring, analyzing, and using information, and for accessing the wider world of people and ideas.
- Learn to work cooperatively, collaboratively, and independently, making choices and taking responsibility for learning.
- Demonstrate integrity, compassion, self-discipline, and interpersonal skills.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Kindergarten	111
Grade 1	83
Grade 2	96
Grade 3	100
Grade 4	116
Grade 5	104
Total Enrollment	610

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.3
American Indian or Alaska Native	0
Asian	47.4
Filipino	2.8
Hispanic or Latino	14.9
Native Hawaiian or Pacific Islander	0.7
White	27.5
Two or More Races	5.1
Socioeconomically Disadvantaged	16.7
English Learners	21.8
Students with Disabilities	6.2
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	25	24.1	23.1	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

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Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
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Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Tamura Elementary School was originally constructed in 1964 and was thoroughly modernized in the 2005 school year. The campus is currently comprised of 22 permanent classrooms, a computer lab, a library, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Tamura Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

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A scheduled maintenance program is administered by Tamura Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

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School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/11/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2019
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2019
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2019

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/11/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	69	75	72	75	48	48
Mathematics (grades 3-8 and 11)	69	79	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	323	320	99.07	74.69
Male	175	173	98.86	71.68
Female	148	147	99.32	78.23
Black or African American	--	--	--	--
Asian	143	141	98.6	78.72
Filipino	--	--	--	--
Hispanic or Latino	49	49	100	69.39
Native Hawaiian or Pacific Islander	--	--	--	--
White	87	87	100	68.97
Two or More Races	30	29	96.67	82.76
Socioeconomically Disadvantaged	55	53	96.36	56.6
English Learners	89	87	97.75	72.41
Students with Disabilities	28	28	100	50

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	323	322	99.69	78.57
Male	175	175	100	77.14
Female	148	147	99.32	80.27
Black or African American	--	--	--	--
Asian	143	143	100	84.62
Filipino	--	--	--	--
Hispanic or Latino	49	49	100	71.43
Native Hawaiian or Pacific Islander	--	--	--	--
White	87	87	100	72.41
Two or More Races	30	29	96.67	82.76
Socioeconomically Disadvantaged	55	55	100	65.45
English Learners	89	89	100	74.16
Students with Disabilities	28	28	100	39.29

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	92	82	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	10.4	23.6	53.8

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Tamura Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Accelerated Reader
- English Learner Advisory Committee
- Fountain Valley Schools Foundation
- Legislative Action Committee
- School Site Council
- ST Math
- Jog a thon

Contact Information

Parents who wish to participate in the school's leadership teams, activities, or become a volunteer may contact the office at (714) 375-6227 or visit the school website at www.tamura.fvsd.us. The District's website (www.fvsd.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	0.47	0.47	0.48	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Tamura School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) A school climate characterized by caring and connectedness,
- 2) The safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2014-15			2015-16			2016-17					
	Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes			Avg. Class Size	Number of Classes		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	28		4		24		4		28		4	
1	26		4		30		3		28		3	
2	27		4		28		4		28		3	
3	29		3		28		4		28		4	
4	30		4		29		3		31		3	
5	33		1	2	31		4		25	1	4	
Other					11	1						

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.40	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	.60	N/A
Resource Specialist	1.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$8,368	\$2,052	\$6,316	\$81,290
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	4.2	0.1
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-3.9	3.7

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Three days are reserved specifically for this purpose. In addition, during the school year, teachers attend training either before, during, or after the school day. Throughout the District, there are both school level and district-wide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Technology Integration
- Professional Learning Communities
- Thinking Maps
- GLAD Training
- California State Standards Math and ELA Implementation
- ST Math
- Bully Policy
- Positive Behavior Intervention Systems
- Cognitively Guided Instruction (CGI)
- Depth and Complexity
- Collaborative Conversations
- K-2 Word Study
- 3-5 Launching Leveled Reading
- Reading Comprehension through Interactive Read Aloud
- Fountas & Pinnell Assessment & Interventions
- Leadership Team

Samuel E. Talbert Middle School

School Accountability Report Card

Reported Using Data from the 2016-17 School Year

Published During 2017-18

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at <http://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at <http://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Contact Information (School Year 2017-18)

School Contact Information	
School Name	Samuel E. Talbert Middle School
Street	9101 Brabham Drive
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4220
Principal	Jennifer Morgan
E-mail Address	Morganj@fvsd.us
Web Site	www.talbert.fvsd.us
CDS Code	30-66498-6071096

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Superintendent	Dr. Mark Johnson
E-mail Address	johnsonm@fvsd.us
Web Site	www.fvsd.us

School Description and Mission Statement (School Year 2017-18)

A. Vision Statement

Talbert believes in STUDENTS: collaboration, engagement, innovation, problem solving, and rigor for ALL.

B. Mission Statement

Talbert Middle School's mission is to prepare students to become articulate, thoughtful, productive, and contributing citizens of the future. To prepare students for the future, we must provide a safe, stimulating, inspiring educational environment which challenges each student's capacity to grow intellectually while at the same time respects and supports his or her need to grow socially and emotionally. Our mission is to provide a program where students will:

- Use and apply higher level thinking skills.
- Become an integral, important part of the school and community; connected in a positive way not only to their peers but also to the staff and school as a whole.
- Take responsibility for their learning and think independently.
- Develop the ability to make appropriate moral and ethical judgments as befits a citizen in a democratic society.
- Learn and apply the characteristics of a "Good Learner."

Talbert Middle School offers a diversified program, featuring a wide variety of activities, both curricular and extracurricular. These opportunities promote high student interest, a sense of tradition, and a quality learning experience for all students. Some highlighted opportunities include lunch-time homeroom sports league, after school sports, Homework Club,

Talbert is a STEAM (Science Technology Engineering Arts and Math) campus, providing real-world science and engineering experiences to seventh and eighth-grade cohorts, as well as, the rest of the campus through electives and a science fair. The STEAM program provides opportunities for students through field trips and hands-on experiences, including robotics, remotely operated vehicles, computer coding, animation, and a high level of technology integration. Furthermore, all students participate in the science fair, providing authentic real world problem solving in science.

In addition to academics, the staff at Talbert Middle School strives to assist students in their social and personal development. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has procedures in place to ensure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them to reach positive goals.

Additionally, Talbert Middle School is in Year 2 Implementation of Visible Learning. Visible Learning is a program focused on the factors that most impact student achievement, based on extensive research by Dr. John Hattie. For the 2017-2018 school year, the focus is Depth and Complexity which will increase rigor in classroom instruction. A 5 Year Visible Learning Plan provides guidance for Talbert staff in regards to instruction and school culture.

Student Enrollment by Grade Level (School Year 2016-17)

Grade Level	Number of Students
Grade 6	242
Grade 7	245
Grade 8	231
Total Enrollment	718

Student Enrollment by Group (School Year 2016-17)

Student Group	Percent of Total Enrollment
Black or African American	0.7
American Indian or Alaska Native	0.3
Asian	17.1
Filipino	1.4
Hispanic or Latino	18
Native Hawaiian or Pacific Islander	0.4
White	57.2
Two or More Races	4.5
Socioeconomically Disadvantaged	14.2
English Learners	4.2
Students with Disabilities	10.3
Foster Youth	0

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

Teacher Credentials

Teachers	School			District
	2015-16	2016-17	2017-18	2017-18
With Full Credential	30	32	29	265
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2015-16	2016-17	2017-18
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: October, 2017

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The District held a Public Hearing on October 12, 2017, and determined that each school within the District has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the District are aligned with the California State Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education.

Subject	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	No	0.0%
Mathematics	McGraw Hill Adoption Year 2015	Yes	0.0%
Science	Prentice Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

School Facility Conditions and Planned Improvements (Most Recent Year)

Talbert Middle School was originally constructed in 1972 and completely modernized between 2003 and 2005. The school is currently comprised of 28 classrooms, 2 computer labs, a library, an event center, a wood shop, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space.

Cleaning Process:

Talbert Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Talbert Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program. The passing of Measure O will provide much-needed funds for these types of projects.

School Facility Good Repair Status (Most Recent Year)

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

School Facility Good Repair Status (Most Recent Year)				
Year and month of the most recent FIT report: 8/21/2017				
System Inspected	Repair Status			Repair Needed and Action Taken or Planned
	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			A/C Installation and ventilation upgrades needed - Measure O project scheduled Summer 2020
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical: Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			Planned deferred maintenance item - Roofs Measure O project scheduled Summer 2020
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			Future deferred maintenance item - Measure O project scheduled Summer 2020

Overall Facility Rating (Most Recent Year)

Year and month of the most recent FIT report: 8/21/2017				
Overall Rating	Exemplary	Good	Fair	Poor
			X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students Grades Three through Eight and Grade Eleven

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School		District		State	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
English Language Arts/Literacy (grades 3-8 and 11)	64	71	72	75	48	48
Mathematics (grades 3-8 and 11)	54	62	68	70	36	37

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2016-17)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	715	708	99.02	71.05
Male	360	357	99.17	63.59
Female	355	351	98.87	78.63
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	122	122	100	85.25
Filipino	--	--	--	--
Hispanic or Latino	128	128	100	62.5
Native Hawaiian or Pacific Islander	--	--	--	--
White	410	405	98.78	71.36
Two or More Races	34	33	97.06	60.61
Socioeconomically Disadvantaged	115	113	98.26	56.64
English Learners	58	58	100	55.17
Students with Disabilities	72	69	95.83	15.94

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	716	707	98.74	61.81
Male	361	357	98.89	56.86
Female	355	350	98.59	66.86
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	122	122	100	77.05
Filipino	--	--	--	--
Hispanic or Latino	128	128	100	51.56
Native Hawaiian or Pacific Islander	--	--	--	--
White	411	404	98.3	61.39
Two or More Races	34	33	97.06	66.67
Socioeconomically Disadvantaged	115	113	98.26	48.67
English Learners	58	58	100	56.9
Students with Disabilities	72	67	93.06	11.94

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten**

Subject	Percent of Students Scoring at Proficient or Advanced					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Science (grades 5, 8, and 10)	87	76	89	86	60	56

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	15.2	22.2	46.9

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

Parents and the community are very supportive of the educational program at Talbert Middle School. Parents are encouraged to become involved in their child's education by volunteering at school events as well as join school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Fountain Valley Schools Foundation
- School Site Council
- Superintendent Parent Council
- Parent Conferences
- Parent Education Nights
- Lunch on the Lawn
- Got Real Assemblies
- Polar Day
- Music/Drama Performances

Contact Information

Parents who wish to participate in Talbert Middle School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4220 or visit the school website at www.talbert.fvds.us. The District's website (www.fvds.us) also provides a variety of resources and helpful information for parents, students, and community members.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

Rate	School			District			State		
	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17	2014-15	2015-16	2016-17
Suspensions	4.03	5.34	4.28	1.21	1.14	1.31	3.79	3.65	3.65
Expulsions	0	0	0	0	0.02	0	0.09	0.09	0.09

School Safety Plan (School Year 2017-18)

The safety of students and staff is a primary concern of Talbert Middle School. Students are supervised before/after school, during lunch and recess periods, by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and State earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

The Goals and Objectives in the Safe School Action Plan focus on three areas:

- 1) School climate characterized by caring and connectedness,
- 2) Safe and orderly physical environment of the school, and
- 3) The health and wellness of students.

To supplement the Safe School Action Plan, every school also has a disaster preparedness plan that includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Parents are asked in the event of an emergency to check out students in the 6th and 7th Grade Bowl. No individuals may proceed onto campus without checking in with staff at the student release station.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	0
Percent of Schools Currently in Program Improvement	N/A	0

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Secondary)

Subject	2014-15				2015-16				2016-17			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	28	2	10	6	28	2	10	5	24	8	11	2
Mathematics	16	6	1	1	19	3	1	1	22	4		3
Science	29	1	11	5	28	1	13	3	30	2	7	7
Social Science	28	2	11	5	29	1	11	4	30	2	10	5

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Academic Counselors and Other Support Staff (School Year 2016-17)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0	0
Counselor (Social/Behavioral or Career Development)	1.0	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	.375	N/A
Psychologist	.60	N/A
Social Worker	0	N/A
Nurse	.35	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist	2.0	N/A
Other	0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$7,990	\$2,309	\$5,681	\$80,289
District	N/A	N/A	\$6,064	\$81,172
Percent Difference: School Site and District	N/A	N/A	-6.3	-1.1
State	N/A	N/A	\$6,574	\$78,363
Percent Difference: School Site and State	N/A	N/A	-13.6	2.5

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

In addition to the Local Control Funding Formula allocation, all schools within Fountain Valley School District received State and federal categorical funding for the following support programs:

- Title I, Part A
- Title II, Staff Development
- Title III

Teacher and Administrative Salaries (Fiscal Year 2015-16)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,394	\$48,678
Mid-Range Teacher Salary	\$82,900	\$78,254
Highest Teacher Salary	\$101,289	\$96,372
Average Principal Salary (Elementary)	\$135,595	\$122,364
Average Principal Salary (Middle)	\$126,263	\$125,958
Average Principal Salary (High)		\$126,758
Superintendent Salary	\$220,000	\$212,818
Percent of Budget for Teacher Salaries	42%	38%
Percent of Budget for Administrative Salaries	7%	5%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District, there are both school level and district-wide initiatives.

Talbert staff is in Year 2 implementation of Visible Learning. Visible Learning is a research-based program based on factors that improve student achievement. In effort to increase rigor in instruction, professional development in depth and complexity is a focus in the 2017-2018 school year. Furthermore, a five year plan provides direction for campus-wide concentration on increasing student achievement and school culture.

All content areas are involved in district-level staff development through the Irvine Math Project, Irvine History Project, Next Generation Science Standards, and new novel selections and units in ELA. The rigor of instruction and student engagement will benefit as a result of the district staff development and collaboration amongst staff.

Additionally, Talbert will continue to focus on:

- Common Assessments
- Staff Collaboration
- Data
- Response to Intervention
- Co-teaching Methods
- Math and Reading Intervention
- Department Curriculum Mapping
- Depth and Complexity



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE CONTRACT WITH JAMF, INC., TO PROVIDE
MOBILE DEVICE MANAGEMENT SOFTWARE**
DATE: January 12, 2018

Background:

With the introduction of MacBook laptops for the teachers, it has become increasingly difficult to manage the large numbers of Apple laptops without a constant connection in the network, or physical access. In the past, the IT department utilized computer management programs that required the machine to be in the network, and powered on. Unfortunately, these tools have become obsolete in the era of mobility, and outdated for our current needs.

After extensive research by the IT department, the JAMF mobile device management (MDM) software proved to be the best solution, providing:

- The ability to mass deploy programs and updates without the end user's assistance
- Increased security
- Quicker response to malware threats
- The reduction of assistance calls
- Insight into application usage, allowing for more effective training and support

Fiscal Impact:

The funds to pay for this contract are allocated in the 2017/2018 IT budget. The first year cost is \$12,300, which includes a onetime fee for vendor provided on-site deployment and training. Subsequent annual cost will be \$6,300.

Recommendation:

It is recommended that the Board of Trustees approves the contract with JAMF, Inc., to provide mobile device management software.

Quote # Q-120653
Created Date 12/8/2017
Expiration Date 1/26/2018



Prepared By Joe Burns Account Name Fountain Valley School District
Quote Contact Joe Burns Contact Name Parham Sadegh
Email joe.burns@jamf.com Email sadeghp@fvsd.us
Phone 612-875-4812 Phone (714) 843-3299

Submit POs by either:
- Email: Purchasing@jamf.com
- Fax: 612-332-9054

Bill To Name Fountain Valley School District Ship To Name Fountain Valley School District
Bill To 10055 SLATER AVE Ship To 10055 Slater Avenue
FOUNTAIN VLY, CA 92708 Fountain Valley, CA 92708
United States United States

Product	SKU	Quantity	Sales Price	Subtotal	Total Price	Line Item Description
EDU-NC Jamf Pro macOS - 100-9999	2001020100	350.00	USD 18.00	USD 6,300.00	USD 6,300.00	New Annual Jamf Cloud seat of Jamf Pro for macOS
Jumpstart - macOS 2 Day	191-203-1200	1.00	USD 6,000.00	USD 6,000.00	USD 6,000.00	Standard mandatory JumpStart for new macOS-only customers - 2 Day Onsite

Payment Terms Net 30 Total Price USD 12,300.00
JAMF Software LLC, TIN: 27-4335186 Grand Total USD 12,300.00
Company Address 100 S Washington Ave #1100
Minneapolis, MN 55401
USA

Terms: Invoices are due net 30 days from receipt. JAMF Software, LLC. is licensed exclusively under the terms and conditions set forth in the JAMF Software, LLC. standard End User License & Services Agreement ("EULSA") that accompanies the software, or a separate written licensing agreement between the parties, as applicable. Specifications for the provision of any Services quoted are located on the JAMF Software, LLC. website. JumpStart Services must be scheduled within 12 months of purchase. In case of conflict between any terms located on the JAMF Software, LLC. website, the EULSA (or other written agreement between the parties, if applicable, shall govern. Any inconsistent or additional terms, including those set forth on a customer purchase order (PO), are not binding on JAMF Software, LLC.

Sales Tax: This price quote does not include applicable sales tax. JAMF Software, LLC. will charge the appropriate sale tax for your location if applicable. If your purchase qualifies for a tax-exempt status, please send a copy of your "Tax Exempt Certificate" with your PO. If no certificate is received at the time of order, JAMF Software, LLC. will charge the appropriate sales tax for your location.

Requirements: The following information must be provided before an order can be fulfilled: PO #, Quote Number, JAMF Software, LLC Representative, and a copy of a tax exemption certificate (if applicable).

Kindly submit PO's to JAMF Software, LLC. Should you have any queries or require further clarification, contact your JAMF Software, LLC Representative.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE**
DATE: January 12, 2018

Background:

The following community members have volunteered to serve on the Citizen's Bond Oversight Committee for Measure O:

- The community member Amy Vu, approved by the Board in March 2017, will remain a member of the CBOC, but will no longer serve as quorum member. The following community member will serve in her place:
 - Jennifer Weimer as a parent or guardian of a child enrolled in the school district

The following additional community member will serve on the Citizen's Bond Oversight Committee for Measure O as a member at large:

- Joni Trenda

Recommendation:

It is recommended that the Board of Trustees approves the appointment of members to the Citizen's Bond Oversight Committee.



Fountain Valley School District
Support Services
2017-2018-D

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2018-D**
DATE: January 12, 2018

Background:

According to the Special Education Settlement Agreement signed on November 29, 2017, between Parents and the Fountain Valley School District, it was agreed to reimburse parents in an amount not to exceed Five Thousand Dollars (\$5,000.00). The Parties acknowledge that the Agreement shall cover costs of educational services privately provided and incurred by Parents during the 2016-2017 and 2017-2018 school years. Any and all proof of payment documentation for the Compensatory Educational Services shall be provided to the District on or before December 31, 2018. In addition, the District agrees to pay the Petitioners Five Thousand Dollars (\$5,000.00) as full and final settlement of all outstanding claims for any and all claims for attorneys' fees, legal costs and/or expert fees. This amount (\$5,000.000) shall be paid to "Selogie & Brett LLP". Term of settlement is November 29, 2017 through December 21, 2018.

Fiscal Impact:

Not to exceed \$10,000.00.

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-D.



Fountain Valley School District
Support Services
2017-2018- E

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Ed Settlement Agreement 2018-E**
DATE: January 12, 2018

Background:

According to the Special Education Settlement Agreement signed on November 29, 2017, between Parents and the Fountain Valley School District, it was agreed to reimburse the Parents in an amount not to exceed Two Thousand Dollars (\$2,000.00) The Parties acknowledge that the Agreement shall cover costs of educational tutoring provided by a credentialed teacher or qualified staff through a certified non-public agency. The Parties further agree that the student on or before June 30, 2018, must access all Compensatory Services. Any and all proof of payment documentation for the Compensatory Educational Services, shall be provided to the District on or before June 30, 2018. Term of settlement is November 29, 2017 through June 30, 2018.

Fiscal Impact:

Not to exceed \$2,000.00.

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-E.



Fountain Valley School District
Support Services
2017-2018 F

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2018-F**
DATE: January 12, 2018

Background:

According to the Settlement Agreement signed on December 26, 2017, between Parents and the Fountain Valley School District, parents agree on a variety of issues related to placement, services and assessment for student. Term of settlement agreement is December 20, 2017 through December 31, 2018. In addition, the District agrees to pay the Petitioners Three Thousand Dollars (\$3,000.00) as full and final settlement of all outstanding claims for attorney's fees and legal costs. This amount (\$3,000.00) shall be paid to "Brian R. Sciacca, Attorney at Law," within 60 days of the District's receipt of itemized billing statements.

Fiscal Impact:

Not to exceed \$3,000.00.

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-F.



Fountain Valley School District
Support Services
2017-2018 G

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2018-G**
DATE: January 12, 2018

Background:

According to the Settlement Agreement signed on December 21, 2017, between Parents and the Fountain Valley School District, parents agree on a variety of issues related to placement, services and assessment for student. Term of settlement agreement is January 18, 2018 through June 2, 2018.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approve Special Education Settlement Agreement 2018-G.



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 2018-21 – Authorization to Apply for and Secure Grant Funding from the South Coast Air Quality Management District for the Purpose of Bus Replacement**
DATE: January 10, 2018

Background:

On October 6, 2017 the South Coast Air Quality Management District (SCAQMD) announced an additional round of the Lower-Emission School Bus Program (LESB). This program, which supplements earlier programs, is designed to assist school districts to purchase new Type C or Type D alternative fuel school buses to replace pre-1994 diesel-fueled school buses with a Gross Vehicle Weight Rating over 14,000 pounds. The Fountain Valley School District currently has a fleet of 16 school buses, one of which is a model year 1993 bus meeting this description.

This agenda item requests the Board of Trustees' approval to apply for and secure grant funding from the SCAQMD District PA 2018-02 Alternative Fuel School Bus Replacement Program. This grant is for the replacement of pre-1994 model year school buses, up to the amount of \$165,000. The grant application process requires that the Board commit, through a resolution, to provide the necessary additional funds for the purchase of any bus awarded through this program.

The District has obtained a quote from Buswest with a total purchase price of \$203,595.28 for a replacement bus. The District would be responsible for the \$38,595.28 balance after the award of the \$165,000 grant.

Recommendation:

It is respectfully recommended that the Board of Trustees adopts Resolution 2018-21 authorizing the District to apply for and secure grant funding from the SCAQMD PA 2018-02 Alternative Fuel School Bus Replacement Program for the replacement of the remaining pre-1994 model year school bus, committing \$38,595.28 in advance, and authorizes the Superintendent or designee to sign all documents.

RESOLUTION NO. 2018-21
of the
BOARD OF TRUSTEES
FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION TO GRANT AUTHORIZATION TO APPLY FOR AND SECURE
GRANT FUNDING FROM THE SOUTH COAST AIR QUALITY MANAGEMENT
DISTRICT THROUGH THE PA 2018-02 ALTERNATIVE FUEL SCHOOL BUS
REPLACEMENT PROGRAM**

WHEREAS, the Board of Trustees of the Fountain Valley School District, County of Orange, State of California, has determined the District's transportation needs; and

WHEREAS, the District is in need of replacing one school bus under PA #2018-02 released by the South Coast Air Quality Management District on October 6, 2017; and

WHEREAS, this grant is for the replacement of pre-1994 model year school bus with a mandatory school district contribution for any amount in excess of the grant amount. The grant application process for this South Coast Air Quality Management District program requires that the Board of Trustees commit in advance, through this resolution, to provide the necessary additional funds for the purchase of any bus awarded through this program. The Board of Trustees, by this resolution, is also showing that they are fully committed to obtaining this grant and following through with all the requirements of this grant program; and

WHEREAS, the District contribution for the purchase of the replacement bus is estimated to be approximately \$38,595.28 and will be paid by the Fountain Valley School District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Fountain Valley School District does hereby authorize the District's representative, Christine Fullerton, Assistant Superintendent, Business Services, to apply for and secure all possible funding for the replacement of a school bus with a commitment by this Board, through this resolution, to pay all school contribution money required, and additional option costs, on any buses granted through the South Coast Air Quality Management District PA 2018-02.

PASSED AND ADOPTED this 18th day of January, 2018.

Ayes: _____
Noes: _____
Absent: _____
Abstain: _____

Clerk of the Board of Trustees
Fountain Valley School District



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **CONTRACT FOR PROFESSIONAL DEVELOPMENT
SERVICES WITH SCOTT EVANS**
DATE: January 12, 2018

Background:

To support the ongoing efforts of the school district as well as our parent groups, we will be providing professional development in the areas of messaging, fundraising basics, stewardship of donors and strategies for successful programs. Training will take place on February 14th, 2018.

Professional development services will be provided by Scott Evans, an accomplished expert in working with non-profit fundraising groups.

Fiscal Impact:

All expenses associated with the trainings will be covered with funds from the Superintendent's account.

Recommendation:

It is recommended that the Board of Trustees approves the contract for professional development services with Scott Evans.

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 18th DAY OF January, 2018 BETWEEN **Mr. Scott Evans** HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Staff and parents will receive a three hour training on some of the best methodologies and practices in fundraising. All materials for the training will be copied by the District.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON **January 18, 2018** AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY **June 30, 2018**. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT **NOT TO EXCEED** \$300 FOR A TOTAL CONTRACT PRICE OF \$300 FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR LIABILITY AND SHALL PAY OR SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)
CONSULTANT:

(CONSULTANT SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY _____
DIRECTOR, BUSINESS SERVICES

(DATE)

(DATE OF BOARD APPROVAL)

DISTRIBUTION: Forward three (3) copies of contract (signed by Consultant) to Business Services for signature. Only one (1) copy of fully executed contract will be returned to Consultant.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND SCHOOL DISTRICTS IN ORANGE COUNTY FOR PARTICIPATION IN THE ORANGE COUNTY INTEGRATED FOSTER YOUTH EDUCATION DATABASE**
DATE: January 12, 2018

Background:

This Memorandum of Understanding (MOU) is for the District's participation in the Orange County Integrated Foster Youth Education Database (OCIFYED) maintained by the Orange County Department of Education (OCDE). The purpose of this MOU is to facilitate secured electronic data sharing for foster youth under the jurisdiction of the California Juvenile Courts. Currently, academic information regarding foster youth is provided via Foster Focus, a third-party database, as well as through faxing/ mailing of records. The OCIFYED would replace this process and allow for the real-time sharing of student data through an electronic database maintained by OCDE. Foster youth placement information will be uploaded into the District's Aeries Student Information System on a daily basis providing the District immediate access to information regarding the foster youth. Information is exchanged through an encrypted and secure transfer protocol to OCDE's information technology network and securely stored in the OCIFYED.

The sharing of foster youth information will improve the identification, case management, and ability to utilize data to develop programs to support foster youth, improving their academic outcomes. Further, OCDE will be able to utilize the data to enhance the collaboration and coordination of foster youth services between the school districts and the Orange County Social Services Agency. Both the District and OCDE will be able to generate academic reports to use to improve program planning and improve the educational outcomes of foster youth consistent with the Local Control Funding Formula. Foster youth are one of the vulnerable populations identified in the Local Control Accountability Plan for concentration and supplemental grants.

Benefits to the District include:

- Ability to pull district data to measure foster youth academic outcomes for Local Control Accountability Plan planning and reporting
- Immediate access to foster youth demographic data in the District's Student Information System including, but not limited to Social Worker and/or Probation Officer name and contact information, current placement information, status of parental rights, court dates and courtroom number, and Foster Youth Client ID used to populate CALPADS
- Immediate access to records when foster youth move into the District from another Orange County school district
- Increased team coordination to document and develop foster youth service plans
- Streamline and reduce the amount of staff time required to obtain, process and transfer foster youth educational records
- Provide more timely and accurate student information used by the OCDE Foster Youth Services Coordinating Program to create and send Educational Summary Reports on foster youth to the Social Worker and/or Probation Officer used to share information with the Juvenile Court for status review hearings

Fiscal Impact:

There is no cost associated with this MOU.

Recommendation:

It is recommended that the Board of Trustees approves the Memorandum of Understanding between the Orange County Superintendent of Schools and School Districts in Orange County for Participation in the Orange County Integrated Foster Youth Education Database.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Orange County Superintendent of Schools
AND
School Districts in Orange County
FOR PARTICIPATION IN THE
Orange County Integrated Foster Youth Education Database

PARTIES

1. Orange County school districts (“Districts”) as signatories to this Memorandum of Understanding (“MOU”) are public school districts organized and existing under and pursuant to the constitution and laws of the State of California. Districts that are signatories to this MOU are also referred to herein as “participating Districts” or singularly as a “participating District”.
2. The Orange County Superintendent of Schools (the “Superintendent”), operating as the Orange County Department of Education (“OCDE”), is a public education agency organized and existing under and pursuant to the constitution and laws of the State of California and with primary business address at 200 Kalmus Drive, Costa Mesa, California 92626.

PURPOSE

3. The purpose of this MOU is to facilitate the data sharing responsibilities of the Superintendent and Districts in Orange County for foster youth under the jurisdiction of the California Juvenile Courts; specifically, to share personally identifiable information (“PII”) for educational case planning purposes via OCDE’s Orange County Integrated Foster Youth Education Database (“OCIFYED”), under the authority of the Uninterrupted Scholars Act (“USA”) (20 U.S.C. § 1232g(b)(1)(L), which amended the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C § 1232g), as well as California Education Code section 49076 and California Welfare and Institutions Code section 16010 to promote educational stability of foster youth through appropriate mechanisms for the sharing of information by OCDE, Districts and child welfare agencies.
4. Pursuant to the Local Control Funding Formula (“LCFF”) as set forth in Education Code sections 42238.02(b)(3)(A) and 42920 et seq., the Superintendent is required to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its LCFF reporting obligations. The intent of this MOU is to further facilitate these processes as well.

DATA SHARING – DISTRICTS

5. The Districts agree to share from their electronic student information system PII on foster youth under the jurisdiction of the juvenile courts with OCDE for the purpose of supporting data sharing among all school district in Orange County via OCDE’s OCIFYED.

6. The Districts agree to allow OCDE, on nightly or as needed basis, to automatically extract from their individual electronic student information systems, PII on foster youth to OCDE's OCIFYED through an encrypted and secure transfer protocol to OCDE's Information Technology network to be securely stored in OCIFYED. The PII on foster youth may also be pulled directly from District's individual student information system on an as-needed basis. The PII for the educational passport will consist of the following data elements, which shall include but not be limited to: 1) the names and addresses of the foster child's education providers, 2) grade level performance, 3) school records including current grade level, dates of attendance, home language survey, courses taken, grades/transcript, graduation date, health record including immunizations, supports/interventions, extra-curricular activities, discipline record, individualized education plan (IEP) and/or Section 504 Plan, if any, as authorized by law. Upon receipt of written consent of the parent/guardian of a foster youth, Districts may also include State testing data in accordance with California Education Code sections 60607 and 60641.

7. The Districts agree to allow OCDE to provide to the foster youth's agency caseworker via the OCIFYED, without parental consent, only those data elements listed in Paragraph 6 above, in the format of an educational passport, to a foster youth's agency caseworker authorized to access a foster youth's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the caseworker in preparing court reports.

8. The Districts agree to allow OCDE to access via the OCIFYED, information on foster youth for purposes of the LCFE pursuant to Education Code sections 42238.02(b)(3)(A) and 42920, in order for the Superintendent to fulfill its obligation to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and to report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its reporting obligations under Education Code section 42920.

9. The Districts and OCDE certify that only authorized representatives of the parties will access, on behalf of participating Districts and OCDE, foster youth data maintained in OCDE's OCIFYED.

DATA SHARING – OCDE

10. OCDE agrees to allow Districts access to foster youth data placement information provided by the Orange County Social Services Agency and Probation Department (hereinafter referred to as Child Welfare Agencies ("CWA")) on a daily basis to OCDE via the OCIFYED as authorized by the Orange County Juvenile Court and maintained by OCDE in the OCIFYED.

11. OCDE agrees to use the data shared under this MOU for no purpose other than the work stated in this MOU and authorized under Section 99.31 (a) (1) (i) (B) of Title 34 of the Code of Federal Regulations, and to not allow any individual agency caseworker or child welfare agency to directly access any foster youth data maintained in the OCDE's OCIFYED.

12. OCDE understands and agrees that school district data uploaded to OCDE's OCIFYED is the property of the individual school districts and OCDE is prohibited from editing the data in order to maintain data integrity, unless specifically authorized by statute. In addition to OCDE's OCIFYED receiving information from the Districts as set forth in Section 6, OCDE's OCIFYED will similarly receive foster youth data from CWA pursuant to a court order from the Orange County Juvenile Court. Through OCIFYED, OCDE can electronically notify Districts about updated information received from CWA regarding foster youth enrolled in the Districts. Participating Districts will have the option to accept or reject that updated information through its own electronic student information system.

CONFIDENTIALITY

13. OCDE and Districts will maintain the confidentiality of any and all personally identifiable information exchanged by each as part of this MOU. The confidentiality requirements under this paragraph shall survive termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this MOU, OCDE and Districts shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all PII is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- b. All designated staff involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all student related PII.
- c. Assurances that OCDE and Districts shall comply with the access log requirements of Education Code section 49064.
- d. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- e. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain integrity of the system used to secure computer databases used to process, store, or transmit data provided under this MOU.
- f. Procedures and systems that ensure that all confidential student data processed, stored and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- g. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency owning the data, or as authorized by statute.

- h. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.
- i. Upon position transfer and/or personnel termination, access will be removed by OCDE upon written notification from Districts in a timely manner.
- j. OCDE and its third party vendors will ensure compliance with FERPA and mandatory posting of student privacy and pupil records policies for State of California Assembly Bill 1584. The procedures and systems developed and implemented to process, store, or transmit data provided shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable. FERPA is a federal law that protects the privacy of student education records. The law applies to all local educational agencies that receive funds under an applicable program of the U.S. Department of Education.
- k. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. (California Civil Code § 17908.29(a).)

OWNERSHIP AND MAINTENANCE OF OCIFYED

14. It is the understanding of Districts that OCDE has a license to use the OCIFYED software that constitutes the OCIFYED system. OCDE will maintain the OCIFYED utilizing data downloaded from the Orange County CWA and participating Orange County Districts. The Districts acknowledge and agree that OCDE may, at some time in the future, secure agreements with other county child welfare agencies in California (e.g., Los Angeles, Riverside, San Bernardino, San Diego) to download data for foster youth who are attending schools within the Districts into the OCIFYED. The OCIFYED will display education information for foster youth under the jurisdiction of the juvenile courts. The OCDE OCIFYED will ensure that participating Districts have access to this information in order to identify foster youth they are currently serving. OCDE will then provide an educational passport to the foster youth's agency caseworker authorized to access a student's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the agency caseworker in case management.

IMPLEMENTATION

15. Training will be provided to all stakeholders on implementation of the MOU by their respective agency. Stakeholders having difficulties with implementation may contact the OCDE Foster Youth Services at (714) 835-4909, who will facilitate communication so that solutions can be explored for incorporation into updates.

INTERNAL METHODS AND MONITORING

16. The Districts and OCDE certify that they have internal policies and procedures regarding access to and confidentiality of pupil records in order to implement this MOU to the maximum extent possible and monitor self-compliance, including compliance with all relevant laws.

CONFLICT OF INTEREST

17. Superintendent represents Superintendent has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU, or employed by Superintendent. Should a conflict of interest issue arise, Superintendent agrees to fully cooperate in any inquiry and to provide the Districts with all documents or other information reasonably necessary to enable the Districts to determine whether or not a conflict of interest existed or exists.

INDEMINIFICATION

18. OCDE and Districts agree to defend, indemnify, save, and hold harmless each other, their Governing Board Members, officers, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage, causes of action and expense s(including reasonable attorneys' fees and costs actually incurred), asserted by a non-party to this MOU, for or in connection with injury, damage or loss to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to the MOU. This provision shall only apply to disputes between parties to this MOU and third parties, and shall not apply to disputes involving only parties to this MOU. This provision shall not be limited to the availability or collectability of insurance coverage.

ENTIRE AGREEMENT

19. This MOU states the entire agreement between OCDE and Districts with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

SEVERABILITY

20. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

WAIVER

21. Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under the MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

MODIFICATION AND AMENDMENTS

22. This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. Superintendent and Districts further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provision of this MOU. However, if new laws, policies, or regulations applicable to the Superintendent or Districts are implemented which materially affect the intent of the provision of this MOU, the authorized representative of the signatories to this MOU shall meet within a reasonable period of time (e.g. 20 business days) from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

TERM OF THIS MOU

23. This MOU will be effective when signed by each participating District and shall remain in effect until June 30, 2022. Each participating District is required to seek approval of this MOU by its Governing Board. This MOU is automatically renewable for five (5) years at the end of each five year term, unless the parties agree otherwise in writing. At any time, this MOU may be modified by mutual written consent of the participants as specified above or may be terminated by either participant upon thirty (30) days advance written notice to the other.

EFFECT OF TERMINATION

24. Upon termination, expiration or other conclusion of the MOU for any reason, OCDE shall return or, at the option of each District, provide for the destruction of all student information including confidential data received from the Districts, or created and received by OCDE on behalf of the Districts in connection with the MOU, that OCDE and its agents still maintain in any form, and shall retain no copies (other than system backups) of such student information including confidential data, except as required by law and to audit grant funds used to create the OCIFYED system. Not more than ten (10) calendar days after the termination of this MOU, OCDE shall both complete such return or destruction and certify in writing to the Districts that such return or destruction has been completed.

RETURN OR DESTRUCTION NOT FEASIBLE

25. If OCDE reports to the District(s) that return or destruction of the District(s) student information including confidential data maintained by OCDE in the OCIFYED is not feasible, OCDE must provide the District(s) with a written statement of the reason that return or destruction by OCDE or its agents is not feasible. If the District(s) determines that return or

destruction is not feasible, this MOU shall remain in full force and effect and sections 13, 14, 16 and 18, shall be applicable to any and all of the District(s) student information including confidential data held by OCDE or its agents in the OCIFYED.

NOTICES

26. All notices to be given under this MOU shall be in writing addressed to the Superintendent and/or the superintendent of the participating District and given to the either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office.

EXECUTION

27. This MOU may be signed and delivered in counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until such party has signed it.

28. The individuals signing this MOU warrant and represent that they are authorized to do so on behalf of their respective entity. This MOU is contingent upon approval by the participating District's Governing Board.

APPROVED AND ACCEPTED FOR
Orange County Superintendent of Schools

Name: Patricia McCaughey

Title: Administrator, Business Operations

Signed: 

Date: December 20, 2017

APPROVED AND ACCEPTED FOR
School Districts

Anaheim Elementary School District

Name: _____

Title: _____

Date: _____

Anaheim Union High School District

Name: _____

Title: _____

Date: _____

Brea Olinda Unified School District

Name: _____

Title: _____

Date: _____

Buena Park School District

Name: _____

Title: _____

Date: _____

Capistrano Unified School District

Name: _____

Title: _____

Date: _____

Centralia School District

Name: _____

Title: _____

Date: _____

Cypress School District

Name: _____

Title: _____

Date: _____

Fountain Valley School District

Name: _____

Title: _____

Date: _____

Fullerton Joint Union High School District

Name: _____

Title: _____

Date: _____

Fullerton School District

Name: _____

Title: _____

Date: _____

Garden Grove Unified School District

Name: _____

Title: _____

Date: _____

Huntington Beach City School District

Name: _____

Title: _____

Date: _____

Huntington Beach Union High School District

Name: _____

Title: _____

Date: _____

Irvine Unified School District

Name: _____

Title: _____

Date: _____

La Habra City School District

Name: _____

Title: _____

Date: _____

Laguna Beach Unified School District

Name: _____

Title: _____

Date: _____

Los Alamitos Unified School District

Name: _____

Title: _____

Date: _____

Lowell Joint School District

Name: _____

Title: _____

Date: _____

Magnolia School District

Name: _____

Title: _____

Date: _____

Newport-Mesa Unified School District

Name: _____

Title: _____

Date: _____

Ocean View School District

Name: _____

Title: _____

Date: _____

Orange Unified School District

Name: _____

Title: _____

Date: _____

Placentia-Yorba Linda Unified School District

Name: _____

Title: _____

Date: _____

Saddleback Valley Unified School District

Name: _____

Title: _____

Date: _____

Santa Ana Unified School District

Name: _____

Title: _____

Date: _____

Savanna School District

Name: _____

Title: _____

Date: _____

Tustin Unified School District

Name: _____

Title: _____

Date: _____

Westminster School District

Name: _____

Title: _____

Date: _____



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations
SUBJECT: **AWARD CONTRACT TO NINYO AND MOORE GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS TO PERFORM HAZARDOUS BUILDING MATERIAL SURVEY AT COURREGES ELEMENTARY AND MASUDA MIDDLE SCHOOLS**
DATE: January 9, 2018

Background:

Prior to demolition, construction, and modernization of any school buildings, the District is required to conduct a Hazardous Building Material Survey with a qualified firm. Ninyo and Moore – Geotechnical & Environmental Consultants is a reputable and qualified firm that has previous experience working with the District.

Fiscal Impact:

The expenses below will be paid from the District's Building Fund 21:

- Courreges Elementary - \$ 6,558.00
- Masuda Middle School - \$ 6,558.00

Recommendation:

It is recommended that the Board of Trustees approves the contract with Ninyo and Moore Geotechnical & Environmental Consultants to perform a Hazardous Building Material Survey at Courreges Elementary and Masuda Middle Schools.

October 3, 2017
Project No. 05-00594

Mr. Joe Hastie
Maintenance and Operations Director
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708

Subject: Proposal for Hazardous Building Material Survey
Kazuo Masuda Middle School
Heating, Ventilation and Air Conditioning Upgrade Project
17415 Los Jardines West
Fountain Valley, California 92708

Dear Mr. Hastie:

In response to your request for proposal (RFP), Ninyo & Moore is pleased to submit this cost proposal to the Fountain Valley School District (District) to perform a hazardous building material survey (HBMS) in support of the heating, ventilation, and air-conditioning (HVAC) upgrade project for the Kazuo Masuda Middle School at 17415 Los Jardines West, Fountain Valley, California (site). Based on the drawings provided, the following scope of work is planned for Buildings A, B, C, and D.

- Installation of new HVAC systems and associated components.
- Installation of new roof and associated components.
- Installation of new fire alarm system.
- Renovations and upgrades to interior and exterior finishes impacting ceilings, walls, and floors.
- Modifications for a new Nurses room and restroom.

SCOPE OF SERVICES

Ninyo & Moore will perform a HBMS consisting of the following services:

- A California Certified Asbestos Consultant (CAC) or Site Surveillance Technician (SST) will develop a survey and inspection plan based on the planned scope of work.
- A CAC or SST will perform an asbestos survey the structures within the scope of work to assess homogeneous areas and suspected asbestos containing materials (ACMs) in accordance with local, state, and federal requirements for a K-12 school environment. Up to 120 bulk samples of suspected ACMs will be collected from the structures. Asbestos analysis of the bulk samples will be performed by polarized light microscopy in accordance with United

States Environmental Protection Agency Method 600/R-93/116 at a National Voluntary Laboratories Accreditation Program certified laboratory.

- Accessible painted surfaces in the areas affected by the project will be screened for lead content with an X-Ray fluorescence (XRF) analyzer by a California Department of Public Health (CDPH) Lead Related Construction (LRC) Inspector/Assessor or a LRC Sampling Technician. The XRF will be operated in accordance with the Performance Characteristic Sheet associated with the instrument.
- A visual assessment of the buildings within the scope of work will be performed to quantify miscellaneous hazardous building materials including Universal Waste Rule materials. This includes but is not limited to, potential mercury-containing switches, polychlorinated biphenyls-containing light ballasts and switches, fluorescent and metal vapor lights, Freon-containing refrigeration systems, tritium containing exit signs, chemicals, solvents, and refrigerants which may be potentially affected by the HVAC project.
- A HBMS report will be prepared and provided to the District in electronic format. The report will include the completed scope of work, document the project field procedures (methodology) and results of the surveys including descriptions, field drawn sample locations, field limitations (if any), condition and estimated quantities of hazardous building materials, laboratory reports, CDPH Lead Hazard Evaluation Form 8552, consultant certifications, conclusions, and recommendations concerning abatement activities that may be necessary based on the results of the surveys.

ASSUMPTIONS

The following assumptions are provided based on our experience performing similar projects for school districts.

- The visual observations made and material sampling performed by Ninyo & Moore will be limited to accessible portions of the areas planned for project work. As such, some materials and/or surfaces that are enclosed in wall cavities, ceiling or canopy soffits, and behind plumbing fixtures may be inaccessible. Laboratory testing of any suspect materials and/or surfaces, which are not encountered during survey activities but are exposed during renovation activities, is recommended, otherwise these materials should be assumed to be hazardous materials.
- Ninyo & Moore will coordinate with the District when field work can be performed. Full site access will be granted Monday through Friday to perform the project field work.
- Collection of bulk samples of suspect ACMs causes damage to the existing materials. Care will be taken to collect bulk samples of suspect ACMs in low profile areas. Wall or ceiling samples will be repaired with spackling paste.
- Roofing materials used on buildings may be suspect ACMs. The collection of roofing material samples results in small penetrations in the roof, which are patched with roofing mastic. However, the collection of roofing material samples may invalidate a roof warranty. Ninyo & Moore cannot be held liable for an invalidated roof warranty due to sample collection of roofing materials. If the collection and analysis of roofing material samples is not warranted or desired at the current time, please notify Ninyo & Moore prior to field sampling.
- Asbestos laboratory analysis will be performed using a normal turn-around time.

FEE

Our services will be performed on a lump sum basis in accordance with the fee presented on the attached Table 1. Services beyond those presented in the scope of services herein will be billed in accordance with the attached Schedule of Fees. To authorize our services, please forward appropriate contract documentation.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence the scope of services described herein within seven working days. The HBMS report will be submitted within three weeks from the last day of field activities.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have additional questions or comments, please contact the undersigned at (949) 753-7070.

Sincerely,
NINYO & MOORE



Michael S. Cushner, CAC
Senior Project Environmental Scientist



Nancy J. Anglin
Principal Engineer

PRM/MSC/NA/mlc

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

Table 1 - Breakdown of Fee

Project Coordination and Field Services

Senior Project Engineer/Geologist/Environmental Scientist	3 hours	@	\$ 160.00	/hour	\$	480.00
Supervisory Technician	32 hours	@	\$ 95.00	/hour	\$	3,040.00
Sampling Equipment Charge	2 days	@	\$ 25.00	/day	\$	50.00
XRF Daily Usage	2 days	@	\$ 250.00	/day	\$	500.00
			Subtotal		\$	4,070.00

Laboratory Services

Bulk Sample Analysis (Asbestos) normal turnaround	120 tests	@	\$ 6.50	/test	\$	780.00
			Subtotal		\$	780.00

Report

Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 168.00	/hour	\$	168.00
Senior Project Engineer/Geologist/Environmental Scientist	3 hours	@	\$ 160.00	/hour	\$	480.00
Supervisory Technician	8 hours	@	\$ 95.00	/hour	\$	760.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 86.00	/hour	\$	172.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 64.00	/hour	\$	128.00
			Subtotal		\$	1,708.00

TOTAL FEE					\$	6,558.00
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Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician	\$ 95
Nondestructive Examination Technician, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician	\$ 87
Field/Laboratory Technician	\$ 87
ACI Concrete Technician	\$ 87
Concrete/Asphalt Batch Plant Inspector	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 87
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

(C-10)

October 3, 2017
Project No. 05-00595

Mr. Joe Hastie
Maintenance and Operations Director
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708

Subject: Proposal for Hazardous Building Material Survey
Courreges Elementary School
Heating, Ventilation, and Air Conditioning Upgrade Project
18313 Santa Carlotta Avenue
Fountain Valley, California 92708

Dear Mr. Hastie:

In response to your request for proposal (RFP), Ninyo & Moore is pleased to submit this cost proposal to the Fountain Valley School District (District) to perform a hazardous building material survey (HBMS) in support of the heating, ventilation, and air-conditioning (HVAC) upgrade project for the Courreges Elementary School at 18313 Santa Carlotta Avenue, Fountain Valley, California (site). Based on the drawings provided, the following scope of work is planned for Buildings A, B, C, D, F, and H within the site.

- Install new HVAC systems and associated components.
- Remove and replace built-up roofing area and associated components.
- Replace trellis members.
- Install new firewalls and rated doors between Buildings D and F, and Buildings B and H.
- Renovate and upgrade interior and exterior finishes impacting ceilings, walls, and floors.

SCOPE OF SERVICES

Ninyo & Moore will perform a HBMS consisting of the following services:

- A California Certified Asbestos Consultant (CAC) or Site Surveillance Technician (SST) will develop a survey and inspection plan based on the planned scope of work.
- A CAC or SST will perform an asbestos survey the structures within the scope of work to assess homogeneous areas and suspected asbestos containing materials (ACMs) in accordance with local, state, and federal requirements for a K-12 school environment. Up to

120 bulk samples of suspected ACMs will be collected from the structures. Asbestos analysis of the bulk samples will be performed by polarized light microscopy in accordance with United States Environmental Protection Agency Method 600/R-93/116 at a National Voluntary Laboratories Accreditation Program certified laboratory.

- Accessible painted surfaces in the areas affected by the project will be screened for lead content with an X-Ray fluorescence (XRF) analyzer by a California Department of Public Health (CDPH) Lead Related Construction (LRC) Inspector/Assessor or a LRC Sampling Technician. The XRF will be operated in accordance with the Performance Characteristic Sheet associated with the instrument.
- A visual assessment of the buildings within the scope of work will be performed to quantify miscellaneous hazardous building materials including Universal Waste Rule materials. This includes but is not limited to, potential mercury-containing switches, polychlorinated biphenyls-containing light ballasts and switches, fluorescent and metal vapor lights, Freon-containing refrigeration systems, tritium containing exit signs, chemicals, solvents, and refrigerants which may be potentially affected by the planned scope of work.
- A HBMS report will be prepared and provided to the District in electronic format. The report will include the completed scope of work, document the project field procedures (methodology) and results of the survey including descriptions, field drawn sample locations, field limitations (if any), condition and estimated quantities of hazardous building materials, laboratory reports, CDPH Lead Hazard Evaluation Form 8552, consultant certifications, conclusions, and recommendations concerning abatement activities that may be necessary based on the results of the surveys.

ASSUMPTIONS

The following assumptions are provided based on our experience performing similar projects for school districts.

- The visual observations made and material sampling performed by Ninyo & Moore will be limited to accessible portions of the areas planned for project work. As such, some materials and/or surfaces that are enclosed in wall cavities, ceiling or canopy soffits, and behind plumbing fixtures may be inaccessible. Laboratory testing of any suspect materials and/or surfaces, which are not encountered during survey activities but are exposed during renovation activities, is recommended, otherwise these materials should be assumed to be hazardous materials.
- Ninyo & Moore will coordinate with the District when field work can be performed. Full site access will be granted Monday through Friday to perform the project field work.
- Collection of bulk samples of suspect ACMs causes damage to the existing materials. Care will be taken to collect bulk samples of suspect ACMs in low profile areas. Wall or ceiling samples will be repaired with spackling paste.
- Roofing materials used on buildings may be suspect ACMs. The collection of roofing material samples results in small penetrations in the roof, which are patched with roofing mastic. However, the collection of roofing material samples may invalidate a roof warranty. Ninyo & Moore cannot be held liable for an invalidated roof warranty due to sample collection of roofing materials. If the collection and analysis of roofing material samples is not warranted or desired at the current time, please notify Ninyo & Moore prior to field sampling.

- The scope of services is for the scope of work described above and associated with Buildings A, B, C, D, F, and H only.
- Asbestos laboratory analysis will be performed using a normal turn-around time.

FEE

Our services will be performed on a lump sum basis in accordance with the fee presented on the attached Table 1. Services beyond those presented in the scope of services herein will be billed in accordance with the attached Schedule of Fees. To authorize our services, please forward appropriate contract documentation.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence the scope of services described herein within seven working days. The HBMS report will be submitted within three weeks from the last day of field activities.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have additional questions or comments, please contact the undersigned at (949) 753-7070.

Sincerely,
NINYO & MOORE



Michael S. Cushner, CAC
Senior Project Environmental Scientist



Nancy J. Anglin
Principal Engineer

PRM/MSC/NA/sc

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

Table 1 - Breakdown of Fee

Project Coordination and Field Services

Senior Project Engineer/Geologist/Environmental Scientist	3 hours	@	\$ 160.00	/hour	\$ 480.00
Supervisory Technician	32 hours	@	\$ 95.00	/hour	\$ 3,040.00
Sampling Equipment Charge	2 days	@	\$ 25.00	/day	\$ 50.00
XRF Daily Usage	2 days	@	\$ 250.00	/day	\$ 500.00
			Subtotal		\$ 4,070.00

Laboratory Services

Bulk Sample Analysis (Asbestos) normal turnaround	120 tests	@	\$ 6.50	/test	\$ 780.00
			Subtotal		\$ 780.00

Report

Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 168.00	/hour	\$ 168.00
Senior Project Engineer/Geologist/Environmental Scientist	3 hours	@	\$ 160.00	/hour	\$ 480.00
Supervisory Technician	8 hours	@	\$ 95.00	/hour	\$ 760.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 86.00	/hour	\$ 172.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 64.00	/hour	\$ 128.00
			Subtotal		\$ 1,708.00

TOTAL FEE **\$ 6,558.00**

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician	\$ 95
Nondestructive Examination Technician, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician	\$ 87
Field/Laboratory Technician	\$ 87
ACI Concrete Technician	\$ 87
Concrete/Asphalt Batch Plant Inspector	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 87
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

2017/2018

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: January 3, 2018

Subject: **Non-Public Agency/School Contracts – Amendments**

Board Meeting Date: January 18, 2018

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange county Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Port View Preparatory School, Inc. W18116	\$2,380.00	November 17, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees
January 18, 2018

Dr. Mark Johnson
Superintendent

Date:

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 18th of January, 2018 between the Fountain Valley School District, County of Orange and Port View Preparatory School, Inc. for
(Local Education Agency) (Nonpublic School or Agency)

_____ born on _____, who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

ORIGINAL CONTRACT – July 01, 2017 to June 30, 2018

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 185.00	205	\$ 37,925.00
One-to-One Aide – Classroom Support (5.5hrs/day)	NPS	60 Minutes	\$ 45.00	1,017.5	45,787.50
One-to-One Aide – Classroom Support (4hrs/day) <i>ESY</i>	NPS	60 Minutes	\$ 45.00	80	3,600.00
Occupational Therapy – Individual (1x30min/wk)	NPS	30 Minutes	\$ 85.00	43	3,655.00
Speech/Language – Individual (2x30min/wk)	NPS	60 Minutes	\$ 120.00	43	5,160.00
Speech/Language – Group (1x30min/wk)	NPS	60 Minutes	\$ 80.00	43	1,720.00
TOTAL ORIGINAL CONTRACT COST:					\$ 97,847.50

AMENDMENT #1 CONTRACT – July 01, 2017 to June 30, 2018

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education – Additional <i>ESY</i> Days	NPS	Per Diem	\$ 185.00	15	\$ 2,775.00
One-to-One Aide – Classroom Support (6hrs/day)	NPS	60 Minutes	\$ 45.00	182.5	8,212.50
Occupational Therapy – (3x60min) – <i>COMP Hrs by 6/30/18</i>	NPS	30 Minutes	\$ 85.00	6	510.00
Speech/Language – <i>Indiv – 18.75hrs – COMP Hrs by 6/30/18</i>	NPS	60 Minutes	\$ 120.00	18.75	2,250.00
TOTAL ADDENDUM CONTRACT COST:					\$ 13,747.50

AMENDMENT #2 CONTRACT – November 17, 2017 to June 30, 2018

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Occupational Therapy – Individual (1x30min/wk)	NPS	30 Minutes	\$ 85.00	28	\$ 2,380.00
Speech/Language – <i>Indiv (4x15min/wk from 2x30min/wk)</i>	NPS	60 Minutes	\$ 120.00	-	0.00
TOTAL ADDENDUM CONTRACT COST:					\$ 2,380.00

AMENDED CONTRACT – July 01, 2017 to June 30, 2018

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education (Includes 35 <i>ESY</i> Days)	NPS	Per Diem	\$ 185.00	220	\$ 40,700.00
One-to-One Aide – Classroom Support (6hrs/day)	NPS	60 Minutes	\$ 45.00	1,280	57,600.00
Occupational Therapy – Individual (2x30min/wk)	NPS	30 Minutes	\$ 85.00	71	6,035.00
Speech/Language – <i>Indiv (4x15min/wk from 2x30min/wk)</i>	NPS	60 Minutes	\$ 120.00	43	5,160.00
Speech/Language – Group (1x30min/wk)	NPS	60 Minutes	\$ 80.00	43	1,720.00
Occupational Therapy – (3x60min) – <i>COMP Hrs by 6/30/18</i>	NPS	30 Minutes	\$ 85.00	6	510.00
Speech/Language – <i>Indiv – 18.75hrs – COMP Hrs by 6/30/18</i>	NPS	60 Minutes	\$ 120.00	18.75	2,250.00
TOTAL AMENDED CONTRACT COST:					\$113,975.00

This AMENDED Service shall begin on November 17, 2017 and shall terminate at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Port View Preparatory School, Inc.
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson
(Type Name of Superintendent)

2017/2018

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: January 3, 2018

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: January 18, 2018

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange county Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Cornerstone Therapies W18183	\$1,080.00	December 20, 2017 to December 31, 2018

Approved by the FVSD Board of Trustees
January 18, 2018

Dr. Mark Johnson
Superintendent

Date:

2017/2018

HBUHSD Contract # W18183

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on December 20, 2017 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	CORNERSTONE THERAPIES	
Address City, State, Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	18700 BEACH BLVD., SUITE 120 HUNTINGTON BEACH, CA 92648	
LEA Case Manager	JILL SUMMERHAYS		Phone	714-962-6760	Fax
			E-Mail		
Student Last Name	Student First Name	Program Contact Name		JILL BOOCOCK, BILLING ADMINISTRATOR	
D.O.B.	I.D.#	Phone	714-962-6760	Fax	714-962-5161
		E-Mail			
Grade Level	Sex (M or F)	Education Schedule - Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days	Number of Weeks		
Address City, State, Zip	Education Schedule - Extended School Year				
	Number of Days		Number of Weeks		
Home Phone	Business/ Mobile Phone	Contract Begins	12/20/17	Ends	12/31/18
		Master Contract Approved by the Governing Board on:		07/13/17	

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Group									
b. Individual - Per Settlement Agreement thru 12/31/18			X		NTE \$90/hr	12hrs/total	12		\$ 1,080.00
c. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
								A + B TOTAL COST	\$ 1,080.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 1,080.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 1,080.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD ON 01/18/18

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

-CONTRACTOR-

-LEA-

CORNERSTONE THERAPIES
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)