



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom

September 2, 2021

Meeting Link: https://us02web.zoom.us/webinar/register/WN_IW7YKiawTNCIEXb-Y7Jleg

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. INVITATION TO PARTICIPATE IN THE CITY OF FOUNTAIN VALLEY'S ACTS OF KINDNESS

City of Fountain Valley Mayor, Michael Vo, will invite the Fountain Valley School District to join the City's efforts to promote kindness. Recently proclaimed a City of Kindness, Fountain Valley is celebrating acts of kindness throughout the community.

STAFF REPORTS AND PRESENTATIONS

2. UNAUDITED ACTUALS FOR FISCAL YEAR 2020-21 (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2020-21.

3. 2020-2021 STUDENT ACHIEVEMENT UPDATE

Assistant Superintendent, Educational Services, Dr. Katherine Stopp, and Director Educational Services, Dr. Jerry Gargus, will provide the Board of Trustees with an update on student achievement from the 2020-21 school year. The information

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.

shared will provide insight into the performance of students in English Language Arts and Mathematics in 3rd-8th grade, as well as reading achievement in Kindergarten through 8th grade.

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. 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 in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

In order to address the Board of Trustees, please comply with the procedures listed on the goldenrod form, *For Persons Wishing to Address the Board of Trustees* and give the form to the Executive Assistant.

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

LEGISLATIVE SESSION

4. UPDATES TO BOARD POLICY 6158 INDEPENDENT STUDY

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Board Policy 6158 Independent Study is being updated to reflect new law (AB 130, 2021) which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves updates to Board Policy 6158 Independent Study for first reading and adoption, waiving the right to a second reading prior to adoption per Board Bylaw 9310.

5. APPROVAL OF UPDATED 2021-22 COVID-19 SAFETY PLAN FOR THE FOUNTAIN VALLEY SCHOOL DISTRICT

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On July 12, 2021, the California Department of Public Health released updated guidance for public schools. The 2021-2022 COVID-19 Safety Plan has been updated to reflect recommendations in this new guidance.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the COVID-19 Safety Plan for the Fountain Valley School District.

6. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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2nd _____
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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

- 6-A.** Board Meeting Minutes from August 5th regular meeting
- 6-B.** Board Meeting Minutes from August 18th special meeting
- 6-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-D.** Warrants
- 6-G.** Purchase Order Listing
- 6-F.** Transfers and Adjustments

Consent Items

6-G. RECORD OF EIGHTH GRADE PROMOTION, JUNE 2021

Superintendent's Comments: It is recommended that the Board of Trustees approves, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2020/21 school year.

6-H. RESOLUTION 2022-09: GANN AMENDMENT APPROPRIATIONS LIMITATION

Superintendent's Comments: It is recommended that the Governing Board adopts Resolution 2022-09, identifying the 2020-21 actual appropriation limit and the 2021-22 estimated appropriation limit.

6-I. 2020-21 CAPITAL FACILITIES FUND / DEVELOPER FEES

Superintendent's Comments: It is recommended that the Board of Trustees accepts the report on the use of the Capital Facilities Fund income and expenditures.

6-J. UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2020-21

Superintendent's Comments: It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2020-21 and the adjusted 2021-22 beginning balance.

6-K. EDUCATIONAL SERVICES APPROVED INDEPENDENT CONTRACTOR LIST

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached Independent Contractor list for the 2021/2022 school year.

6-L. STRONG WORKFORCE PROGRAM K-12 PATHWAY IMPROVEMENT GRANT TO SUPPORT THE EXPANSION OF COLLEGE AND CAREER READINESS PROGRAMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with the Orange County Department of Education to participate in the Strong Workforce Program K-12 Pathway Improvement Grant.

6-M. APPROVE THE USE OF SAN DIEGO UNIFIED SCHOOL DISTRICT PIGGYBACK BID NO GD19-0545-03 CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ART AND MATH (STEAM) SUPPLIES FOR THE PURCHASE OF SCIENCE ROOM FURNITURE

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of the San Diego Unified School District's Piggyback Bid No. GD19-0545-03 Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies for the purchase of science classroom furniture.

6-N. APPROVE THE OPERATIONAL AREA AGREEMENT FOR THE PURPOSE OF EMERGENCY MANAGEMENT COORDINATION WITH OTHER AGENCIES IN ORANGE COUNTY

Superintendent's Comments: It is recommended that the Board of Trustees approves the Operational Area Agreement for the purpose of emergency management coordination.

6-O. MEMORANDUM OF UNDERSTANDING BETWEEN CDPH AND CDPH K-12 SCHOOL LABORATORIES AND FOUNTAIN VALLEY SCHOOL DISTRICT

Superintendent's Comments: It is recommended that the Board of Trustees approve the Memorandum of Understanding between CDPH K-12 School Laboratories and the Fountain Valley School District.

6-P. 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
Speech and Language Dev. Center	N/A	7/1/21-6/30/22
Speech and Language Dev. Center	\$899.68	7/1/21-6/30/22

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**

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.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

- REPORT OUT OF CLOSED SESSION**

The Board President will report out on action taken, if any.

- APPROVAL TO ADJOURN**

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, October 7, 2021 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 luccheser@fvsd.us or calling 714.843.3255 during normal business hours.

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 at luccheser@fvsd.us or calling 714.843.3255.

Board meeting of September 2, 2021



SO 21-22/B22-01
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **INVITATION TO PARTICIPATE IN THE CITY OF FOUNTAIN
VALLEY'S ACTS OF KINDNESS**
DATE: August 30, 2021

Background:

City of Fountain Valley Mayor, Michael Vo, will invite the Fountain Valley School District to join the City's efforts to promote kindness. Recently proclaimed a City of Kindness, Fountain Valley is celebrating acts of kindness throughout the community.

Board meeting of September 2, 2021



SO 21-22/B22-02
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **UNAUDITED ACTUALS FOR FISCAL YEAR 2020-21 (ORAL AND WRITTEN)**
DATE: August 30, 2021

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2020-21.

Board meeting of September 2, 2021



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **2020-2021 STUDENT ACHIEVEMENT UPDATE**
DATE: August 25, 2021

Background:

Assistant Superintendent, Educational Services, Dr. Katherine Stopp, and Director Educational Services, Dr. Jerry Gargus, will provide the Board of Trustees with an update on student achievement from the 2020-21 school year. The information shared will provide insight into the performance of students in English Language Arts and Mathematics in 3rd-8th grade, as well as reading achievement in Kindergarten through 8th grade.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: Board Policy 6158 Independent Study (update)
DATE: August 30, 2021

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.

Policy updated to reflect Assembly Bill (AB) 130, which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction.

Fiscal Impact:

There is no fiscal impact associated with the revision of Board Policy 6158 Independent Study.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 6158 Independent Study.

INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745) FVSD may meet the requirement to offer independent study during the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another school district pursuant to Section 46600.

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

INDEPENDENT STUDY (continued)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than two weeks (ten school days) after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

- 1.The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
- 2.The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
- 4.Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

INDEPENDENT STUDY (continued)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

INDEPENDENT STUDY (continued)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study master agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

- 1.The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
- 2.The objectives and methods of study for the student's work and the methods used to evaluate that work
- 3.The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- 4.A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

INDEPENDENT STUDY (continued)

5.The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6.A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7.A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8.A statement that independent study is an optional educational alternative in which no student may be required to participate

9.In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

10.Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

INDEPENDENT STUDY (continued)

In the event that a student exceeds the short-term independent study window of three to fourteen days, a student-parent-teacher conference will be conducted by phone, video conference, or in person to determine the best course of instruction for the student. Should the independent study format be the agreed upon option, the provisions pursuant to AB 130 (long-term independent study) will apply.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

- 1.A copy of the Board policy, administrative regulation, and other procedures related to independent study
- 2.A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
- 3.A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
- 4.As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
- 5.Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
- 6.Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of

INDEPENDENT STUDY (continued)

the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as non participatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Board meeting of September 2, 2021



SO 21-22/B22-04
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **APPROVAL OF UPDATED 2021-22 COVID-19 SAFETY PLAN
FOR THE FOUNTAIN VALLEY SCHOOL DISTRICT**
DATE: August 30, 2021

Background:

On July 12, 2021, the California Department of Public Health released updated guidance for public schools. The 2021-2022 COVID-19 Safety Plan has been updated to reflect recommendations in this new guidance.

Recommendation:

It is recommended that the Board of Trustees approves the COVID-19 Safety Plan for the Fountain Valley School District.

**Fountain Valley School District
Superintendent's Office**

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_NF7RZiIPSiqF9oXrAwePqQ

August 5, 2021

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

The Pledge of Allegiance was led by Mrs. Galindo

PLEDGE OF
ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz did not have a report to share this evening.

Mr. Cunneen's activities since the last meeting included: GPAC meeting, FV Chamber of Commerce Legislative Breakfast, Concert in the Park where Mayor Vo announced the Acts of Kindness effort for the City of Fountain Valley.

Mrs. Galindo's activities since the last meeting included: online leadership class she is enjoying along with Mr. Schultz and Dr. Johnson.

Mr. Schultz' activities since the last meeting included: online leadership class and UCLA graduation party where had the opportunity to speak with one of our school librarians.

Mrs. Crandall thanked our bus drivers and our Transportation Department for their efforts to safely transport our ESY students this summer. Her activities since the last meeting included: OCDE presentation regarding ethnic study curriculum, FV Chamber of Commerce breakfast, and FV Concert in the Park. She thanked her fellow trustees for their service this month.

PUBLIC COMMENTS

There was one request to address the Board of Trustees. A former FVSD parent thanked District leadership for their efforts in addressing parent concerns.

PUBLIC COMMENTS

LEGISLATIVE SESSION

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

**CONSENT
CALENDAR**

Second: Mr. Cunneen

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from June 24th regular meeting
- Board Meeting Minutes from July 15th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Special Education Settlement Agreement 2021-2022 D
- Learning Genie Agreement 2021-2022 School Year
- Approve the Contract with Westcoast Air Conditioning Co., Inc. For Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects At Talbert Middle School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Authorize the Use of Garden Grove School District Frozen, Refrigerated, Processed Commodity, Dry Goods and Services RFP No. 2011
- Approve Change Order #3 For the Talbert Middle School Measure O HVAC and Modernization Project

- Approval of Discovery Science Techbook Hands on Labkit Refills for FVSD Elementary Schools
- Approval of Discovery Education Mystery Science for All FVSD Elementary Schools
- Non-public Agency Contracts

Non-public School/Agency	100% Contract Cost	Effective Dates
Mardan School	\$1,678.40	6/21/21-6/30/21
Mardan School	\$44,716.71	7/1/21-6/30/22
Secure Transportation Company, Inc.	\$30,000.00	7/12/21-6/30/22
Secure Transportation Company, Inc.	\$24,000.00	7/6/21-6/30/22
Secure Transportation Company, Inc.	\$24,000.00	7/6/21-6/30/22
Secure Transportation Company, Inc.	\$30,000.00	7/6/21-6/30/22

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked Mrs. Fullerton and Mr. Hastie for their continued efforts regarding construction. It has been a busy summer at Newland and Oka as well as at Talbert. In addition, he commended Mrs. Abdel, given the great number of new hires we have secured over the past few weeks. In addition, he noted the most recent guidance and updates from the State, the most recent being August 2nd. He noted the benefits of our late start as it grants us additional time to see what more updates may come. He noted the coming first day of school on September 8th, emphasizing that we are all looking forward to a great year with full days of instruction on campus.

CLOSED SESSION

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.

- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 8:06PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

**Fountain Valley School District
Superintendent's Office**

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_NszIF4_8RYWqcbSlQT2pHQ

August 18, 2021

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

The Pledge of Allegiance was led by Mr. Schultz.

PLEDGE OF
ALLEGIANCE

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

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

CONSENT
CALENDAR

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Memorandum of Understanding between Orange County Department of Education and Fountain Valley School District for Independent Study Coordination and Services

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked our trustees and staff for coming together this evening.

CLOSED SESSION

Mrs. Crandall announced that there was not a need for Closed Session this evening. **CLOSED SESSION**

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 5:35PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
September 2, 2021

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEE ON TEMPORARY CONTRACT FOR THE 2021-2022 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.1.1	Shelly Augustus	2 nd Grade	Oka	.50
1.1.2	Emine Aydin	Science 8 th Grade	Fulton	.50

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED RE- EMPLOYMENT ON TEMPORARY CONTRACT FOR THE FOLLOWING CERTIFICATED EMPLOYEE FOR THE 2021-2022 SCHOOL YEAR EFFECTIVE 08/31/2021.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1	Mishler, Heather	Kindergarten	Oka	1.0

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED CERTIFICATED MANAGEMENT SALARY SCHEDULE., EFFECTIVE 07/01/2021.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 2, 2021**

2.0 EMPLOYMENT FUNCTIONS

2.1 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>
2.1.1	Rosales, Carlos	Talbert	Custodian	Sick Leave	08/20/2021
2.1.2	Sueda, Nanci	Cox	Office Assistant	Sick Leave	08/26/2021
2.1.3	Grijalva, Sabrina	Oka	IA Mild/Moderate	Personal	09/08/2021
2.1.4	Blydt-Hansen, Peggy	Plavan	Noon Duty Aide	Sick Leave	09/08/2021
2.1.5	Santana, Christine	Gisler	IA/NDA	Sick Leave	09/08/2021
2.1.6	Jones, Brian	Fulton	Head Custodian	Sick Leave	09/08/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Kreger, Terry	Plavan	IA Moderate/Severe	03/24/2021
2.2.2	Davis, Linda	Transportation	Bus Driver	08/03/2021
2.2.3	Castaneda-Gusta, Traci	Oka	IA Moderate/Severe	08/11/2021
2.2.4	Kaufman, Catherine	Cox	School Office Manager	09/30/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Mercado, Cynthia	Tamura	Noon Duty Aide	06/24/2021
2.3.2	DeMattos, Adrianna	Gisler	ESP Instructor	06/24/2021
2.3.3	Spivey, Erin	DO & Plavan	Senior Library Tech./Library/Media Tech.	06/24/2021
2.3.4	Grant, Joshua	Cox	Head Custodian	08/20/2021
2.3.5	Meade, Marsha	Cox	Noon Duty Aide	06/24/2021
2.3.6	House, Kenan	Newland	Preschool Instructor	06/24/2021
2.3.7	Bees, Kim	Gisler	Health Assistant	09/30/2021
2.3.8	Burza, Amber	Plavan	Instructional Assistant	08/19/2021
2.3.9	Spigner, Elaine	Oka	Preschool Assistant	06/24/2021

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE PROMOTION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>PREVIOUS CLASS</u>	<u>PROMOTION TO</u>	<u>EFFECTIVE</u>
2.4.1	Nashed, Rosaline	IA Bilingual	Behavior Intervention Assistant	09/08/2021
2.4.2	Nasab, Betty	IA ABA	Behavior Intervention Assistant	09/08/2021
2.4.3	Bonifay, Rena	Lead Preschool Instructor	Supervisor Child Care & Rec. Programs	09/08/2021
2.4.4	Sadegh, Parham	Supervisor Information Systems	Director, Information Technology	08/27/2021
2.4.5	Yepiz, Christian	Technology Support Specialist	Computer/Network Specialist	08/26/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.5.1	Peterson, Ingaborg	District Office	Special Education Data Technician	08/09/2021
2.5.2	Hernandez, Oscar	District Office	Administrative Assistant	08/23/2021
2.5.3	Hammond, Brian	Fulton	Guidance Technician	09/08/2021
2.5.4	McCobb, Rylie	Gisler	Behavior Intervention Assistant	09/08/2021
2.5.5	Martinez, Amy	Courreges	Behavior Intervention Assistant	09/08/2021
2.5.6	Sanchez, Karina	Newland	Behavior Intervention Assistant	09/08/2021
2.5.7	Alonso, Alejandra	Newland	Behavior Intervention Assistant	09/08/2021
2.5.8	Munoz, Beatriz	Cox	IA DHH	09/08/2021
2.5.9	Kale, Kendra	Oka	ESP Instructor	09/08/2021
2.5.10	Gonzales, Alexander	Gisler	ESP Assistant	09/08/2021
2.5.11	Lee, Cameron	Gisler	ESP instructor	09/08/2021
2.5.12	Martinez, Alba	Various-Rover	Food Service Worker	09/08/2021
2.5.13	Mackie, Natalie	Courreges	Preschool Assistant	09/08/2021
2.5.14	Bailey, Juliana	Courreges	ESP Assistant	09/08/2021
2.5.15	Wardlow, Kathleen	ESP Assistant	Plavan	09/08/2021

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PLACEMENT OF THE NEW CLASSIFICATION OF SUPERVISOR OF CHILD CARE & RECREATION PROGRAMS AT RANGE 8 ON THE CLASSIFIED MANAGEMENT SALARY SCHEDULE.

2.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PLACEMENT OF THE NEW CLASSIFICATION OF DIRECTOR, INFORMATION TECHNOLOGY AT RANGE 14 ON THE CLASSIFIED MANAGEMENT SALARY SCHEDULE.

3.0 WORKSHOP ATTENNDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	Johnson, Mark	CSBA Conference	San Diego, Ca	Actual & Necessary	012719165-5210	12/1-12/4/21
3.2	Cunneen, Jim	CSBA Conference	San Diego, Ca	Actual & Necessary	012719166-5210	12/1-12/4/21
	Schultz, Lisa					
	Schultz, Steve					
	Galindo, Jeanne					
3.3	Johnson, Mark	ACSA Superintendents Symposium	Indian Wells, Ca	Actual & Necessary	012719166-5210	1/25-1/28/22
3.4	Johnson, Mark	CA City School Superintendents Fall Conference	Burlingame, Ca	Actual & Necessary	012719165-5210	10/12-10/15/21

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

September 2, 2021

<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	BURCH, Joanna COSTIGAN, Kimberly EPLING, Lara HERTZBERG, Page KITAHARA, Amanda NGUYEN, Kim RIGDON, Stephanie (Ed Services)	District Office TOSAs, to cover their additional hours and mileage	\$2,000 stipend each	010455775-1115 010455775-1115 010455575-1115 010455275-1115 010455675-1115 010455175-1115 010455675-1115	2021/2022 school year
4.2	COWPER, Katie	School Site Prevention Coordinator	\$1,000 stipend	012679962-1115	2021/2022 school year
4.3	BRIGNARDELLO, Alyssa (Fulton)	Cheer Coach	\$1,000 stipend + benefits	01-014-2929-1115	2021/22 school year
4.4	ROSE, Jennifer (Fulton)	Activities Director & ASB Advisor	\$2,000 stipend + benefits	01-127-2975-1115	2021/22 school year
4.5	NGUYEN, Thao (Fulton)	ASB Bookkeeper	\$2,000 stipend + benefits	01-272-2975-2415	2021/22 school year

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	CASE, Joan (Ed Services)	CGI Academy	\$4,500	011535775-5813	August 30, 2021
	BECERRA, Chris (Childcare & Recreation)	Early Childhood Education Training	\$2,400	120016198-5210	August 30 & 31, 2021

6.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	CHRISTMAS, Kate PETERSON, Inge (Support Services)	CSC Live Codestack Conference - SEIS	Monterey, CA	Actual and Necessary	015989860-5210 015989860-5210	October 5-8, 2021

FOUNTAIN VALLEY SCHOOL DISTRICT

Revised:09/02/2021

CERTIFICATED MANAGEMENT SALARY SCHEDULE**2020-2021**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
15	106272	111587	117165	123023	129172	135632
16	111510	117086	122941	129088	135542	142320
17	115867	121663	127743	134130	140838	147880
18	118693	124627	130860	137402	144272	151486
18A	120147	126154	132461	139085	146037	153341
19	126154	132461	139085	146037	153341	161008

RANGE 15 **Assistant Principal; Science Coordinator, Program Specialist, Autism Specialist (210 Days)**

RANGE 17 **Elementary Principal (210 Days)**

RANGE 18 **Middle School Principal (215 Days)**

RANGE 18A **Director, Support Services; Director, Educational Service, Director of Safety and Special Projects (245 Days)**

RANGE 19 **Executive Director, Personnel, (245 Days)**

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3,000 on an annual basis is awarded to an earned doctorate. The 245 days include a maximum of 24 vacation days. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment (including outside and in the District), a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year is awarded.

Board Approved: 09/02/2021
Effective Date: 07-01-2020

FOUNTAIN VALLEY SCHOOL DISTRICT
2020-2021 Salary Schedule
Classified Management

Step A			Step B		Step C		Step D		Step E		Step F	
RANGE	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL
7	5,699	68,388	5,976	71,712	6,268	75,216	6,576	78,912	6,900	82,800	7,244	86,928
8	6,095	73,140	6,393	76,716	6,708	80,496	7,038	84,456	7,380	88,560	7,752	93,024
10	6,679	80,148	7,006	84,072	7,350	88,200	7,708	92,496	8,087	97,044	8,492	101,904
12	7,238	86,856	7,594	91,128	7,967	95,604	8,359	100,308	8,772	105,264	9,211	110,532
14	7,980	95,760	8,372	100,464	8,783	105,396	9,217	110,604	9,671	116,052	10,154	121,848
17	9,296	111,552	9,756	117,072	10,235	122,820	10,739	128,868	11,274	135,288	11,835	142,020

Range 7 Supervisor, Operations

Range 8 Supervisor, Transportation; Supervisor of Child Care & Recreation Programs

Range 10 Director, Food Services

Range 14 Director, Child Care Program; Director, Information Technology; Director, Maintenance, Operations & Facilities

Range 17 Director, Fiscal Services; Director, Human Resources

Note:

Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved : _____

Effective: 08-27-2021

Revised to include new classifications

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING SEP 02, 2021**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 92080 - 92298

Dates: 7/28/2021 - 8/25/2021

Fund 01	General Fund	698,439.32
Fund 12	Child Development	10,974.00
Fund 13	Cafeteria	20,137.75
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	1,086,742.44
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	1,817,043.93
Fund 68	Worker Comp	79,269.41
Fund 69	Insurance	76,330.01
TOTAL		\$ 3,788,936.86

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/02/2021

FROM 07/27/2021 TO 08/23/2021

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R20M4005	CALIFORNIA PEST MANAGEMENT	29,060.00	16,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			9,400.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
R20M4047	SOUTHERN COUNTIES OIL	1,815.76	907.88	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			907.88	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
R20M4048	TIME AND ALARM SYSTEMS INC.	277.00	277.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4049	WILLIS, ERIC EUGENE	1,944.99	297.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,647.63	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
R20M4050	CITY OF FOUNTAIN VALLEY	250.00	250.00	012869390 5860	Maintenance / Permits & Fees
R20M4054	DAVE BANG ASSOCIATES	860.23	860.23	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
R20M4060	REFRIGERATION CONTROL COMPANY	353.50	353.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4062	ORANGE COUNTY FIRE PROTECTION	4,175.00	4,175.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4063	SELECT EQUIPMENT SALES INC	551.46	551.46	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4064	CAL BUILDING SYSTEMS INC	26,457.50	26,457.50	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
R20M4065	KIMBALL MIDWEST	875.00	875.00	012869390 4345	Maintenance / Maintenance Supplies
R20M4066	A-1 FENCE COMPANY	1,178.00	1,178.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
R20M4068	ABC SCHOOL EQUIPMENT INC	2,056.60	2,056.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4069	REFRIGERATION CONTROL COMPANY	1,875.46	1,875.46	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
R20M4070	DAVE BANG ASSOCIATES	1,377.50	1,377.50	012839390 6110	Maintenance - Cap Facilities / Site Improvement - Playground
R20M4071	INDUSTRIAL METAL SUPPLY	17.29	17.29	012869390 4345	Maintenance / Maintenance Supplies
R20M4072	NATIONAL CONSTRUCTION RENTALS	1,378.56	1,378.56	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4073	VILLAGE NURSERIES	1,699.99	1,699.99	012899390 4343	Gardening / Gardening Supplies
R20M4074	RELIABLE DELIVERY SERVICE INC.	550.00	550.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4075	FILTERBUY INC	21,329.10	21,329.10	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
R20M4092	UNIVERSAL ASPHALT CO INC	913,500.00	913,500.00	012839390 6299	Maintenance - Cap Facilities / Other Building & Improvement
R20M4126	HILLYARD / LOS ANGELES	3,020.94	3,020.94	012889390 4340	Custodial / Custodial Supplies
R20M4127	SMD INC	771.75	771.75	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4128	ORANGE COUNTY FIRE PROTECTION	2,061.15	2,061.15	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4129	ORANGE COUNTY FIRE PROTECTION	1,343.81	1,343.81	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4130	TRIANGLE SCENERY DRAPERY	5,350.50	5,350.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20R0038	HP COMPUTING & PRINTING INC	21,150.00	1,950.00	010011010 4330	Sch Site Instr - Tamura / Printing/Xerox Supplies
			3,500.00	010011616 4330	Sch Site Instr - Newland / Printing/Xerox Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/02/2021

FROM 07/27/2021 TO 08/23/2021

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R20R0038	*** CONTINUED ***				
			2,650.00	010013131 4330	Sch Site Instr - Gisler / Printing/Xerox Supplies
			1,700.00	010013232 4330	Sch Site Instr - Cox / Printing/Xerox Supplies
			1,300.00	010013737 4330	Sch Site Instr - Oka / Printing/Xerox Supplies
			2,700.00	010014040 4330	Sch Site Instr - Plavan / Printing/Xerox Supplies
			1,800.00	010014747 4330	Sch Site Instr - Courreges / Printing/Xerox Supplies
			900.00	010142929 4330	Sch Site Instr - Fulton / Printing/Xerox Supplies
			2,200.00	010143838 4330	Sch Site Instr - Talbert / Printing/Xerox Supplies
			1,800.00	010144949 4330	Sch Site Instr - Masuda / Printing/Xerox Supplies
			300.00	012722929 4330	Sch Site Admin - Fulton / Printing/Xerox Supplies
R20R0042	READYREFRESH BY NESTLE	18,348.00	384.00	012109078 4325	Tech/Media Office Operation / Office Supplies
			528.00	012658155 4325	Assessment and Accountability / Office Supplies
			480.00	012719165 4325	Superintendent / Office Supplies
			384.00	012719275 4325	Educational Services Admin / Office Supplies
			1,200.00	012719470 4325	Personnel Department / Office Supplies
			1,080.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
			660.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			1,320.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
			1,224.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			1,080.00	012723789 4325	Donations Clerical - Oka / Office Supplies
			1,320.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			1,080.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			2,580.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			864.00	012849380 4325	Fiscal Services / Office Supplies
			842.40	012869390 4325	Maintenance / Office Supplies
			576.00	015999860 4325	Special Ed - Administration / Office Supplies
			561.60	016919395 4325	7240 Special Ed Transportation / Office Supplies
R20R0101	RENAISSANCE LEARNING INC	13,919.25	2,955.00	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
			2,955.00	010011616 5826	Sch Site Instr - Newland / Licensing/Software,Maint/Supp
			4,458.00	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
			3,551.25	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
R20R0136	DLT SOLUTIONS LLC	779.88	779.88	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp

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R20R0181	XCELL INC.	85.00	85.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
R20R0182	SAN JOAQUIN COUNTY OF EDUCATIO	1,535.00	767.50	012719470 5825	Personnel Department / Advertising
			767.50	012819771 5825	Personnel Commission / Advertising
R20R0184	ACSA FOUNDATION FOR	1,857.40	1,857.40	012719165 5390	Superintendent / Dues and Membership Non Taxabl
R20R0189	CALIFORNIA SCHOOL BOARDS ASSOC	14,801.00	14,801.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
R20R0190	CALIFORNIA SCHOOL BOARDS ASSOC	3,125.00	3,125.00	012719165 4325	Superintendent / Office Supplies
R20R0191	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
R20R0192	OCSBA	250.00	250.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
R20R0193	RALPHS GROCERY COMPANY	700.00	700.00	012719165 4325	Superintendent / Office Supplies
R20R0196	CONTINUED.COM LLC	1,548.60	1,548.60	015989860 5215	Special Ed DO - Instruction / Staff Development
R20R0198	AMS.NET INC	19,855.48	19,855.48	010059078 4410	Basic-Technology / Fixed Assets \$500-\$5000
R20R0199	STAPLES	219.59	219.59	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
R20R0200	NGUYEN, LINH & LINDA	10,724.63	10,724.63	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
R20R0201	SLP TOOLKIT LLC	2,571.94	2,571.94	015989860 5826	Special Ed DO - Instruction / Licensing/Software,Maint/Supp
R20R0206	STAPLES	166.10	166.10	012723838 4325	Sch Site Admin - Talbert / Office Supplies
R20R0207	SCHOOL OUTFITTERS	22,678.54	4,669.37	010019380 4399	School Equipment / Equipment Under \$500
			18,009.17	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0208	SCHOOL OUTFITTERS	62,399.69	1,827.64	010019380 4399	School Equipment / Equipment Under \$500
			60,572.05	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0209	VIRCO MANUFACTURING	6,668.38	6,668.38	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0210	SCHOOL OUTFITTERS	22,678.54	4,669.37	010019380 4399	School Equipment / Equipment Under \$500
			18,009.17	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0211	SCHOOL OUTFITTERS	62,399.69	1,827.64	010019380 4399	School Equipment / Equipment Under \$500
			60,572.05	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0212	FOLLETT SCHOOL SOLUTIONS INC.	7,749.20	7,749.20	010459075 5826	Pupil Achievement-Library / Licensing/Software,Maint/Supp
R20R0213	OFFICE DEPOT	32.82	32.82	012109078 4325	Tech/Media Office Operation / Office Supplies
R20R0217	EDUCATIONAL MANAGEMENT SOLUTIO	895.00	895.00	012819771 5813	Personnel Commission / Consultant
R20R0218	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012719275 4325	Educational Services Admin / Office Supplies
R20R0220	AMAZON.COM LLC	63.88	63.88	012819771 5828	Personnel Commission / Staff Recognition
R20R0221	RALPHS GROCERY COMPANY	150.00	150.00	012719275 4325	Educational Services Admin / Office Supplies
R20R0223	SCHOLASTIC MAGAZINE	120.12	120.12	015500060 4310	Special Ed Shared Prog-DHH / Instructional Supplies
R20R0224	MCGRAW-HILL EDUCATION INC.	4,788.24	4,788.24	015500060 5826	Special Ed Shared Prog-DHH / Licensing/Software,Maint/Supp

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R20R0225	STAPLES	93.86	93.86	012109078 4325	Tech/Media Office Operation / Office Supplies
R20R0226	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
R20R0227	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
R20R0229	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
R20R0230	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
R20R0231	AMAZON.COM LLC	118.49	118.49	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
R20R0232	MOBYMAX, LLC	172.91	172.91	015500060 5826	Special Ed Shared Prog-DHH / Licensing/Software,Maint/Supp
R20R0233	GOODWILL INDUSTRIES	10,000.00	10,000.00	015500060 5813	Special Ed Shared Prog-DHH / Consultant
R20R0234	STAPLES	153.54	153.54	012719275 4325	Educational Services Admin / Office Supplies
R20R0241	LENOVO (UNITED STATES) INC.	12,778.13	10,222.51	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			2,555.62	015500060 4410	Special Ed Shared Prog-DHH / Fixed Assets \$500-\$5000
R20R0244	STAPLES	1,274.99	1,274.99	012109078 4320	Tech/Media Office Operation / Computer Supplies
R20R0246	T-MOBILE USA INC	2,800.00	2,800.00	012120078 5940	ESSER II Technology / Other Communication Services
R20R0247	STAPLES	88.03	13.58	012059385 4330	Publications / Printing/Xerox Supplies
			56.73	012719385 4320	Purchasing / Computer Supplies
			17.72	012849380 4325	Fiscal Services / Office Supplies
R20R0249	APPLE COMPUTER ORDER DEPARTMEN	12,307.01	750.38	012109078 4325	Tech/Media Office Operation / Office Supplies
			11,556.63	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
R20R0250	SEHI COMPUTER PRODUCTS	3,262.50	3,262.50	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
R20R0251	SOUTHWEST SCHOOL AND OFFICE SU	10,875.00	10,875.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
R20R0252	SCHOLASTIC MAGAZINE	4,339.88	4,339.88	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0253	KAEDEN CORPORATION	701.44	701.44	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0254	BOOKSOURCE	549.17	549.17	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0255	BOOKSOURCE	1,423.98	1,423.98	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0256	RW SMITH & CO	396.67	396.67	012120081 4399	ESSER II Food Services / Equipment Under \$500
R20R0257	BOOKSOURCE	1,387.78	1,387.78	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0258	BOOKSOURCE	1,502.27	1,502.27	010114055 4310	Title I - Plavan / Instructional Supplies
R20R0259	INSPIRIT GROUP LLC	850.00	850.00	012849380 5450	Fiscal Services / Other Insurance
R20R0260	SAN JOAQUIN COUNTY OF EDUCATIO	978.75	978.75	015989860 5210	Special Ed DO - Instruction / Travel, Conference, Workshop
R20R0265	AWSI	1,386.00	1,386.00	012929771 5310	First Aide - Bus Drivers / Dues and Membership Taxable
R20R0266	GRAINGER INC.	99.77	99.77	012849380 4325	Fiscal Services / Office Supplies
R20R0267	KEENAN & ASSOCIATES	5,162.50	5,162.50	012849380 5450	Fiscal Services / Other Insurance

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R20R0269	LYNDE-ORDWAY COMPANY	2,500.00	2,500.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
R20R0270	CUSTOM HOUSE HOTEL LP	2,120.86	2,120.86	015989860 5210	Special Ed DO - Instruction / Travel, Conference, Workshop
R20R0271	SOUTHWEST SCHOOL AND OFFICE SU	1,500.75	1,500.75	012723838 4325	Sch Site Admin - Talbert / Office Supplies
R20R0272	SOUTHWEST SCHOOL AND OFFICE SU	5,000.33	5,000.33	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
R20R0273	HOME DEPOT	1,500.75	1,500.75	010143889 4311	Donations - Talbert / Elective Supplies
R20R0275	CSPCA	700.00	700.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
R20R0276	CODESP	2,300.00	2,300.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
R20R0277	STAPLES	611.13	611.13	012723838 4325	Sch Site Admin - Talbert / Office Supplies
R20R0278	MODERNTECH INC	7,655.78	7,655.78	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
R20R0279	COALITION FOR ADEQUATE SCHOOL	591.00	591.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
R20R0280	APPLE COMPUTER ORDER DEPARTMEN	4,600.95	75.04	012109078 4325	Tech/Media Office Operation / Office Supplies
			4,525.91	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
R20R0281	AMAZON.COM LLC	185.94	185.94	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
R20R0282	APPLE COMPUTER ORDER DEPARTMEN	421.95	421.95	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
R20R0285	LEVEL 27 MEDIA	50.84	50.84	012723838 4325	Sch Site Admin - Talbert / Office Supplies
R20R0286	SOUTHWEST SCHOOL AND OFFICE SU	16.91	16.91	012059385 4330	Publications / Printing/Xerox Supplies
R20R0287	LEVEL 27 MEDIA	50.84	50.84	010144989 5215	Donations - Masuda / Staff Development
R20R0288	GMSN GROUP INC	8,320.00	8,320.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
R20R0290	PEARSON CLINICAL ASSESSMENT	1,434.42	354.74	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			1,079.68	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
R20R0291	KIMLOAN LE	1,856.80	1,856.80	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
R20R0301	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
R20R0305	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	6,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R0313	SOUTHWEST SCHOOL AND OFFICE SU	1,359.38	1,359.38	012120089 4327	ESSER II Custodial / Health Supplies
R20R0314	AMAZON.COM LLC	168.45	168.45	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
R20R0316	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
R20R0321	SCHOOL MATE	943.65	943.65	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
R20R0326	SOUTHWEST SCHOOL AND OFFICE SU	4,500.00	4,500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
R20R0330	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
R20R0331	STAPLES	2,000.00	2,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
R20S8002	ADVANTAGE WEST INVESTMENT ENTE	14,654.54	14,654.54	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8003	GRAINGER INC.	839.44	839.44	011000000 9320	Revenue Limit - State Revenues / STORES

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R20S8004	CANNON SPORTS	429.56	429.56	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8005	CROWN CARTON COMPANY	1,265.42	1,265.42	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8006	ARAMSCO INC	641.90	641.90	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8007	IMAGE 2000	1,218.00	1,218.00	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8008	INDUSTRIAL FORMULATORS INC.	1,044.06	1,044.06	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8009	LIBERTY FLAGS	1,087.28	1,087.28	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8010	P & R PAPER SUPPLY COMPANY	139.42	139.42	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8011	SOUTHWEST SCHOOL AND OFFICE SU	5,564.74	5,564.74	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8012	XEROX CORPORATION C/O SOCAL OF	1,196.25	1,196.25	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8013	MACGILL FIRST AID	451.65	451.65	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		1,508,017.72	1,501,823.72		

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R20M4061	REFRIGERATION CONTROL COMPANY	1,625.52	1,625.52	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Main
R20R0042	READYREFRESH BY NESTLE	18,348.00	1,800.00	120336098 4325	Extended School Administration / Office Supplies
R20R0204	LAKESHORE EQUIPMENT COMPANY	978.53	978.53	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0205	PAUL H. BROOKES PUBLISHING CO.	543.70	543.70	120016198 4310	State Preschool Instructional / Instructional Supplies
R20R0237	DEPARTMENT OF SOCIAL SERVICES	605.00	605.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0238	DEPARTMENT OF SOCIAL SERVICES	605.00	605.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0239	DEPARTMENT OF SOCIAL SERVICES	605.00	605.00	120016198 4310	State Preschool Instructional / Instructional Supplies
R20R0240	DEPARTMENT OF SOCIAL SERVICES	605.00	605.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0242	WHATA LOTTA PIZZA	815.63	815.63	120336098 4325	Extended School Administration / Office Supplies
R20R0261	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	120016198 4310	State Preschool Instructional / Instructional Supplies
R20R0263	CHRIS BECERRA	1,200.00	1,200.00	120016198 5210	State Preschool Instructional / Travel, Conference, Workshop
R20R0294	DEPARTMENT OF SOCIAL SERVICES	25.00	25.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0295	DEPARTMENT OF SOCIAL SERVICES	25.00	25.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0296	LAKESHORE EQUIPMENT COMPANY	824.10	824.10	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0297	LAKESHORE EQUIPMENT COMPANY	581.72	581.72	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0298	LAKESHORE EQUIPMENT COMPANY	484.77	484.77	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0299	CORNER BAKERY CAFE	544.01	544.01	120336098 4325	Extended School Administration / Office Supplies
R20R0300	CORNER BAKERY CAFE	544.01	544.01	120336098 4325	Extended School Administration / Office Supplies
R20R0302	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0303	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0304	DEPARTMENT OF SOCIAL SERVICES	605.00	605.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
R20R0329	LEARNING GENIE INC	660.00	660.00	120016198 4310	State Preschool Instructional / Instructional Supplies
Fund 12 Total:		30,958.99	14,410.99		

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R20M4005	CALIFORNIA PEST MANAGEMENT	29,060.00	3,660.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
R20R0038	HP COMPUTING & PRINTING INC	21,150.00	350.00	133207380 4330	Cafeteria Fund / Printing/Xerox Supplies
R20R0042	READYREFRESH BY NESTLE	18,348.00	384.00	133207380 4325	Cafeteria Fund / Office Supplies
R20R0178	HEARTLAND PAYMENT SYSTEMS	4,455.50	4,455.50	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
R20R0202	NUTRI-LINK TECHNOLOGIES INC	1,080.00	1,080.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
R20R0203	FERGUSON REFRIGERATION COMMERC	225.00	225.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
R20R0235	SOUTHWEST SCHOOL AND OFFICE SU	1,919.38	1,502.02	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
			417.36	133207380 4790	Cafeteria Fund / Food Services Supplies
R20R0292	SNA	132.50	132.50	133207380 5310	Cafeteria Fund / Dues and Membership Taxable
R20R0327	SNA	519.00	519.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
R20R0328	FERGUSON REFRIGERATION COMMERC	750.00	750.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
	Fund 13 Total:	77,639.38	13,475.38		

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R20M4067	USA SHADE	61,282.44	61,282.44	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improveme
R20M4090	DIVISION OF THE STATE ARCHITEC	1,274.30	1,274.30	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
R20M4093	TIME AND ALARM SYSTEMS INC.	11,791.67	11,791.67	223011680 6299	GOB, ELECTION 2016-Newland / Other Building &
Fund 22 Total:		74,348.41	74,348.41		

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R20M4088	R JENSEN CO INC.	46,100.00	46,100.00	403004980 6222	MS Science Bldg - Masuda / Inspection Svcs Bldg Improve
R20M4089	AESCO	19,012.50	19,012.50	403003880 6220	MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg
R20M4091	INCOTECHNIC INC.	890,355.00	890,355.00	403003880 6222	MS Science Bldg - Talbert / Inspection Svcs Bldg Improve
R20M4094	TIME AND ALARM SYSTEMS INC.	12,400.67	12,400.67	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
R20R0216	ENGIE SERVICES U.S. INC	55,000.00	55,000.00	404839380 5813	Energy Efficient Project / Consultant
R20R0283	DIVISION OF THE STATE ARCHITEC	10,059.77	10,059.77	402864990 6299	Modernization - Masuda / Other Building & Improvement
R20R0293	SOUTHERN CALIFORNIA EDISON	1,031.45	1,031.45	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
Fund 40 Total:		1,033,959.39	1,033,959.39		

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R20R0243	TOTAL COMPENSATION SYSTEMS INC	1,552.50	1,552.50	695009470 5813	Insurance Health/Welfare / Consultant
	Fund 69 Total:	1,552.50	1,552.50		

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<u>NUMBER</u>		<u>TOTAL</u>	<u>AMOUNT</u>	<u>NUMBER</u>	
Total Account Amount:			2,639,570.39		

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BOARD OF TRUSTEES 09/02/2021

FRO 07/27/2021 TO 08/23/2021

<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>
R20M4051	OMEGA FIRE INC	10,368.75	+4,368.75	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20S8001	ARAMSCO INC	9,454.73	+980.39	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			+5,349.14		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 09/02/2021

FRO 07/27/2021 TO 08/23/2021

<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>
M20R0445	RACHLIN PARTNERS INC	279,667.65	+29,729.12	223011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer
P20M4382	WEST COAST AIR CONDITIONING CO	7,939,092.00	+6,118,138.36	223011680 6200	GOB, ELECTION 2016-Newland / BUILDINGS & IMPROV
Fund 22 Total:			+6,147,867.48		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/02/2021**

FRO 07/27/2021 TO 08/23/2021

<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>
P20M4093	MOBILE MODULAR	30,000.00	+10,000.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
P20M4094	MOBILE MODULAR	15,000.00	+5,000.00	402861090 6299	Modernization - Tamura / Other Building & Improvement
P20M4381	WEST COAST AIR CONDITIONING CO	8,254,744.00	+6,881,254.29	403013780 6200	HVAC Modernization-Oka / BUILDINGS & IMPROV OF
P20M4382	WEST COAST AIR CONDITIONING CO	7,939,092.00	+608,000.00	402861690 6200	Modernization - Newland / BUILDINGS & IMPROV OF
Fund 40 Total:			+7,504,254.29		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/02/2021**

FRO 07/27/2021 TO 08/23/2021

<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>
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Total Account Amount:	+13,657,470.91
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FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2021 12

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1300	SUPERVISION AND ADMINISTRATORS		80,171.00
2200	CLASSIFIED SUPPORT	120,764.00	
2400	CLERICAL & OFFICE SALARIES		18,077.00
3101	STRS-CERTIFICATED POSITIONS		12,948.00
3202	PERS-CLASSIFIED		318.00
3313	MEDICARE-CERTIFICATED		1,147.00
3314	MEDICARE-CLASSIFIED		262.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		215.00
3356	OASDI-CLASSIFIED		95.00
3401	HEALTH & WELFARE-CERTIFICATED		5,250.00
3501	SUI-CERTIFICATED		40.00
3502	SUI-CLASSIFIED		9.00
3601	WORKERS'COMP-CERTIFICATED		1,821.00
3602	WORKERS'COMP-CLASSIFIED		411.00
7310	TRANSFER OF INDIRECT COSTS		22,154.00
9790	UNASSIGNED/UNAPPROPRIATED	22,154.00	
Subfund Total:		142,918.00	142,918.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2021 13

Transfer of Funds

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT	8,863.00	
3202	PERS-CLASSIFIED	1,304.00	
3314	MEDICARE-CLASSIFIED	155.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	77.00	
3356	OASDI-CLASSIFIED	390.00	
3502	SUI-CLASSIFIED	5.00	
3602	WORKERS'COMP-CLASSIFIED	242.00	
4300	MATERIALS & SUPPLIES		4,334.00
4700	FOOD		6,702.00
Subfund Total:		11,036.00	11,036.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2021 14

Transfer of Funds

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4700	FOOD	22,154.00	
7350	TRANSFER INDIRECT COST IFT		22,154.00
Subfund Total:		22,154.00	22,154.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2021 15

Transfer of Funds

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP	58,992.00	
6200	BUILDING AND IMPROVE OF BLDGS		58,992.00
Subfund Total:		58,992.00	58,992.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2021 16

Transfer of Funds

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

Fund: 2123 GOB EL 2016 SRS 2021

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		544.00
6200	BUILDING AND IMPROVE OF BLDGS	544.00	
Subfund Total:		544.00	544.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2021 36

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		63,995.00
3101	STRS-CERTIFICATED POSITIONS		8,275.00
3313	MEDICARE-CERTIFICATED		904.00
3353	ARP-CERTIFICATED		20.00
3501	SUI-CERTIFICATED		40.00
3601	WORKERS'COMP-CERTIFICATED		1,452.00
4300	MATERIALS & SUPPLIES	3,080.00	7,068.00
5200	TRAVEL & CONFERENCES		941.00
5800	PROF/CONS SERV & OPER EXPENSE		130.00
7611	IFT-TRFS OUT TO CHILD DEVELOP		680,211.00
7619	IFT-TRFS OUT ALL OTHER IFTs		750,000.00
9712	NONSPENDABLE STORES	27,323.00	
9740	RESTRICTED BALANCE		3,080.00
9780	OTHER ASSIGNMENTS	74,686.00	215,103.00
9790	UNASSIGNED/UNAPPROPRIATED	1,653,453.00	27,323.00
Subfund Total:		1,758,542.00	1,758,542.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 37

Adjustment of Funds

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	54,501.00	
3102	STRS-CLASSIFIED	271.00	
3202	PERS-CLASSIFIED	40,499.00	
3314	MEDICARE-CLASSIFIED	1,092.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	2,858.00	
3356	OASDI-CLASSIFIED	9,269.00	
3402	HEALTH & WELFARE-CLASSIFIED	12,884.00	
3502	SUI-CLASSIFIED		135.00
3602	WORKERS'COMP-CLASSIFIED	1,126.00	
4300	MATERIALS & SUPPLIES	911.00	271.00
5200	TRAVEL & CONFERENCES		660.00
5750	Direct Cost - Printing & Repro		790,561.00
8600	LOCAL INCOME		10,539.00
8900	INCOMING TRANSFERS	326,896.00	1,007,107.00
9740	RESTRICTED BALANCE	1,117,457.00	1,139,991.00
Subfund Total:		1,567,764.00	2,949,264.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 38

Adjustment of Funds

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4700	FOOD	336,600.00	80,681.00
8200	FEDERAL INCOME		80,681.00
9712	NONSPENDABLE STORES		12,470.00
9740	RESTRICTED BALANCE	12,470.00	336,600.00
Subfund Total:		349,070.00	510,432.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 39

Adjustment of Funds

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		1,921.00
9780	OTHER ASSIGNMENTS	1,921.00	
Subfund Total:		1,921.00	1,921.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 40

Adjustment of Funds

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

Fund: 2122 GOB EL 2016 SRS 2019

Object	Description	FROM	TO
9713	NONSPENDABLE PREPAID EXPENSE		6,056.00
9740	RESTRICTED BALANCE	6,056.00	
Subfund Total:		6,056.00	6,056.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 41

Adjustment of Funds

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

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

Object	Description	FROM	TO
9713	NONSPENDABLE PREPAID EXPENSE		5,147.00
9780	OTHER ASSIGNMENTS	5,147.00	
Subfund Total:		5,147.00	5,147.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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 #:

2021 42

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
3702	RETIREE BENEFITS-CLASSIFIED		8,552.00
7619	IFT-TRFS OUT ALL OTHER IFTs		26,648.00
9713	NONSPENDABLE PREPAID EXPENSE		17,383.00
9790	UNASSIGNED/UNAPPROPRIATED	52,583.00	
Subfund Total:		52,583.00	52,583.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/02/2021.

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



Board Meeting of September 2, 2021

FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Katherine Stopp, Assistant Superintendent, Educational Services
SUBJECT: **RECORD OF EIGHTH GRADE PROMOTION, JUNE 2021**
DATE: September 2, 2021

Background:

Board Policy 5127 stipulates that the names of all students who are recommended for an eighth grade Certificate of Promotion be recorded within the minutes of a Board meeting. The attached lists of eighth grade students have been submitted by the three middle school principals.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2020/21 school year.

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Talon	David	Acosta	M	Connected MS	Masuda
Taha	Yahia	Addam	M	Connected MS	Talbert
Ibrahim		Ahmed	M	Connected MS	Masuda
Alexis	Anahi	Aranda	F	Connected MS	Fulton
Katia	Elena	Arellano	F	Connected MS	Masuda
Olivia	Kiana	Armedilla	F	Connected MS	Masuda
Kerolos		Asaad	M	Connected MS	Masuda
Mariam		Aslanyan	F	Connected MS	Masuda
Vincent		Baghdasarian	M	Connected MS	Fulton
Diego	Antonio	Baldwin	M	Connected MS	Masuda
Tylor	J	Benavente Munoz	M	Connected MS	Talbert
Leyanie	Annelise	Blanco	F	Connected MS	Masuda
Cosmo	Logan	Boehm	M	Connected MS	Talbert
Cash	Arthur	Brecht	M	Connected MS	Talbert
Hung	Vinh	Bui	M	Connected MS	Fulton
Quinton	Quang-Anh	Bui	M	Connected MS	Fulton
Robert	Chandler	Burleson	M	Connected MS	Talbert
Evelyn	Thu	Cao	F	Connected MS	Masuda
Alicia	Marie	Chaidez	F	Connected MS	Talbert
Gavin	Chase	Contreras	M	Connected MS	Masuda
Alayna	Jaylin	Corpuz	F	Connected MS	Masuda
Nicholas	David	Cox	M	Connected MS	Masuda
Ashley	Dieu-Mi	Dang	F	Connected MS	Masuda
Justin	Xavier	De La Torre	M	Connected MS	Masuda
Tara	Lai	Dennis	F	Connected MS	Talbert
Kyra	Thanh-Thien	Do	F	Connected MS	Masuda
Viviana		Do	F	Connected MS	Masuda
Dillon	Richard	Drene	M	Connected MS	Talbert
Angelina		Duong	F	Connected MS	Masuda
Madison	Hang	Duong	F	Connected MS	Masuda
Layla	Abby	Easley	F	Connected MS	Masuda
Robert	Eric	Evans	M	Connected MS	Talbert
Aya		Fateh	F	Connected MS	Masuda
Johann Christof	Tanedo	Feniza	M	Connected MS	Fulton
Cami	Lashae	Flewellen	F	Connected MS	Masuda
Brianna	Michelle	Flores	F	Connected MS	Fulton
Matthew	De Castro	Fontelera	M	Connected MS	Masuda
Natalia	Jaslene Estella	Garcia	F	Connected MS	Masuda
Kien	Truc	Giang	M	Connected MS	Masuda
John	Magdy Azer	Gorgious	M	Connected MS	Masuda
John	Anthony	Greville	M	Connected MS	Talbert
Dominic	Michael	Grunwald	M	Connected MS	Masuda
Kimmy	Bao	Ha	M	Connected MS	Masuda
Faith	Isabella	Heinle	F	Connected MS	Fulton
Adrian	Carlo	Hernandez	M	Connected MS	Fulton
Jacoby	David	Hernandez	M	Connected MS	Talbert
Jalen	Jameel	Hilman	M	Connected MS	Fulton
Cecile	Cattien	Ho	F	Connected MS	Masuda
Jamie	Vi	Ho	F	Connected MS	Masuda
Natalie	Pei-Ling	Ho	F	Connected MS	Fulton
Anthony		Hoang	M	Connected MS	Fulton

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Emma	Yen	Hoang	F	Connected MS	Fulton
Noah	Minh	Hoang	M	Connected MS	Fulton
Amanda	Marie	Holt	F	Connected MS	Talbert
April	Thy	Huynh	F	Connected MS	Masuda
Kaitlyn		Huynh	F	Connected MS	Masuda
Quoc Anh	Vuong	Huynh	M	Connected MS	Masuda
Kayden	Rio	Ishii	M	Connected MS	Fulton
Emily	Gil	Johnson	F	Connected MS	Masuda
Sienna	Michele	Jones	F	Connected MS	Talbert
Alyssa	Leonna	King	F	Connected MS	Masuda
Ethan		Kwong	M	Connected MS	Masuda
An	Hoang	Lam	F	Connected MS	Fulton
Tiffany	Thanh-Hang	Lam	F	Connected MS	Fulton
Zainab		Latif	F	Connected MS	Masuda
Aaron	Hoang	Le	M	Connected MS	Masuda
Abigail	Lyndzey	Le	F	Connected MS	Fulton
Benjamin	Viet	Le	M	Connected MS	Fulton
Bryant		Le	M	Connected MS	Masuda
Ethan	Vu	Le	M	Connected MS	Fulton
Hong	Minh	Le	M	Connected MS	Fulton
Jayden	Quan Minh	Le	M	Connected MS	Masuda
Justin		Le	M	Connected MS	Masuda
Sean	Duy Huan	Le	M	Connected MS	Fulton
Chanel	Shanah	Lee	F	Connected MS	Masuda
Amanda	M	Leggett	F	Connected MS	Talbert
Jordan	Nguyen	Lieu	M	Connected MS	Fulton
Wilson		Lok	M	Connected MS	Fulton
Nanshan		Lu	M	Connected MS	Fulton
Rosxel Norm	Balictar	Ludovice	M	Connected MS	Masuda
Hugh		Luong	M	Connected MS	Fulton
Nathan	Bradley	Luper	M	Connected MS	Fulton
Katelynn	Bao-Tran	Luu	F	Connected MS	Masuda
Kenny		Luu	M	Connected MS	Fulton
Cassidy	Triet Nghi	Mai	F	Connected MS	Masuda
Theodore	Baher	Makar	M	Connected MS	Masuda
Nathan		Martinez	M	Connected MS	Masuda
Jacob	Lee	Mauzey	M	Connected MS	Talbert
Jaimmy	Nicole	Medina	F	Connected MS	Masuda
Victor		Mendez	M	Connected MS	Masuda
Victor	Luis Kekoa	Mesa	M	Connected MS	Talbert
Haylie	Gisele	Miyasaki	F	Connected MS	Talbert
Daisy		Monroy-Macedo	F	Connected MS	Masuda
Julian	Michael	Moradi	M	Connected MS	Masuda
Jocelynn	Brennae	Morgan	F	Connected MS	Talbert
Abdullah	Fouad	Nasereddin	M	Connected MS	Fulton
Setareh	Estrella	Nassiri	F	Connected MS	Masuda
Ethan	Bathien	Ngo	M	Connected MS	Fulton
Wilson		Ngo	M	Connected MS	Fulton
Aiden	Trung Hieu	Nguyen	M	Connected MS	Masuda
Aston	Khoa	Nguyen	M	Connected MS	Talbert
Bao Chau	Ngoc	Nguyen	F	Connected MS	Talbert

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Byron	Huy	Nguyen	M	Connected MS	Fulton
Darren	Dang	Nguyen	M	Connected MS	Masuda
Evan Luan	Kinh	Nguyen	M	Connected MS	Fulton
Henry	Minh	Nguyen	M	Connected MS	Masuda
James	Namanh	Nguyen	M	Connected MS	Fulton
Jonathan	Viet	Nguyen	M	Connected MS	Masuda
Joslynn	Nhi	Nguyen	F	Connected MS	Talbert
Kyle	Patrick	Nguyen	M	Connected MS	Talbert
Michelle	Vy	Nguyen	F	Connected MS	Masuda
Richard	Thanh-Phu	Nguyen	M	Connected MS	Fulton
Sarah	Linh-Lan	Nguyen	F	Connected MS	Masuda
Tara	Thien-Ty	Nguyen	F	Connected MS	Talbert
Thu	Minh	Nguyen	F	Connected MS	Masuda
Cooper	Scott	Overturf	M	Connected MS	Talbert
Frank	Marcel	Oviedo	M	Connected MS	Fulton
Alison		Pham	F	Connected MS	Masuda
Christopher	Van	Pham	M	Connected MS	Masuda
Dasani	Nhu-Y	Pham	F	Connected MS	Masuda
Lester	Doan	Pham	M	Connected MS	Masuda
Maylynn	Nha-Quyen	Pham	F	Connected MS	Masuda
Alan		Phan	M	Connected MS	Fulton
Justin	Minh Huy	Phan	M	Connected MS	Talbert
Alicia	Anh	Pho	F	Connected MS	Fulton
Kaylin		Phung	F	Connected MS	Talbert
Lillyann		Phung	F	Connected MS	Talbert
Kenny	G	Ramirez	M	Connected MS	Masuda
Shiza	Tanveer	Rao	F	Connected MS	Fulton
Jeaselle		Robinson	F	Connected MS	Masuda
Isabella	Teresa	Ross	F	Connected MS	Fulton
Jeffrey	Earle	Ross	M	Connected MS	Talbert
Emily	Zaroui	Rostomian	F	Connected MS	Masuda
Patricia		Ruiz	F	Connected MS	Masuda
Ethan	Andrew	Salazar	M	Connected MS	Masuda
Nicolas	Martin	Santiago	M	Connected MS	Fulton
Nicolette	Christen	Santiago	F	Connected MS	Fulton
Siddharth		Sharma	M	Connected MS	Masuda
Kaylee	Renee	Shaw	F	Connected MS	Talbert
Aiden	Michael	Simmons	M	Connected MS	Talbert
Melissa	Eden	Singleton	F	Connected MS	Talbert
Akira	Lynn	Snyder	F	Connected MS	Masuda
Aayan	Abdullah	Sohail	M	Connected MS	Masuda
Tarek	Nabil	Soliman	M	Connected MS	Masuda
Valerie	Marie	Soto	F	Connected MS	Fulton
Hudson	Jacob	Stark	M	Connected MS	Fulton
Nicholas	Quan	Taylor	M	Connected MS	Fulton
Catalina	Mai	To	F	Connected MS	Fulton
Ashton	That	Ton	M	Connected MS	Masuda
Hugo	Jesus	Torres	M	Connected MS	Masuda
Brandon	Tuan	Tran	M	Connected MS	Masuda
Dora		Tran	F	Connected MS	Masuda
Hailey	Thanh	Tran	F	Connected MS	Masuda

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Olivia		Tran	F	Connected MS	Talbert
Uyen	Lam	Tran	F	Connected MS	Masuda
Blake	Thomas	Trgo	M	Connected MS	Talbert
John	Phat	Trieu	M	Connected MS	Talbert
Sophia	Hong	Trinh	F	Connected MS	Masuda
Pearline	Meagan	Truong	F	Connected MS	Masuda
Ricardo	Pablo	Valdez	M	Connected MS	Masuda
Samuel		Valdez	M	Connected MS	Masuda
Angel		Valenzuela	M	Connected MS	Talbert
Lilian	Kate	Valerio	F	Connected MS	Fulton
Khang		Vo	M	Connected MS	Fulton
Karley	Lou Ann	Waite	F	Connected MS	Fulton
Benjamin		Woo	M	Connected MS	Fulton
Travis	Qile	Wu	M	Connected MS	Fulton
Jovanna	B	Yacoub	F	Connected MS	Fulton
Ashley	Carolina	Zabala	F	Connected MS	Fulton
Anthony	Richard	Zamora	M	Connected MS	Fulton
Maliah	Tufue'e	Alailima	F	Fulton	
Caitlin	Paige	Anderson	F	Fulton	
Everhett	Scott	Anderson	M	Fulton	
Cole	Everett	Andrews	M	Fulton	
Jonathan		Arroyo	M	Fulton	
Derek	Vo	Bathan	M	Fulton	
Allyson	Katherine	Bees	F	Fulton	
Matthew	James	Bellew	M	Fulton	
Tyler	Charles	Boudreau	M	Fulton	
Benjamin	Charles	Braithwaite	M	Fulton	
Ethan	Alexander	Brown	M	Fulton	
Samuel	William	Brown	M	Fulton	
Reese	Avery	Brummett	F	Fulton	
James	Lee	Bush	M	Fulton	
Isaiah	Cole	Camacho	M	Fulton	
Joshua	Flynn	Campbell	M	Fulton	
Bryan	Thanh	Cao	M	Fulton	
Landon	Luan Hoang	Cao	M	Fulton	
Stella	MyTram	Cao	F	Fulton	
Katia	Yizel	Carbajal	F	Fulton	
Sage	Patrick	Chavarria	M	Fulton	
Aylette		Chavez	F	Fulton	
Ruth	Yiru	Chen	F	Fulton	
Laura	Ngoc Hong	Chu	F	Fulton	
Troy	Nathaniel	Combs	M	Fulton	
Leo	Michael	Contreras	M	Fulton	
Luke	Darian	Dahl	M	Fulton	
Tien	Nhat	Dan	M	Fulton	
Brian	Vu	Dang	M	Fulton	
James	Kim Long	Dang	M	Fulton	
Allen	Tran	Dao	M	Fulton	
Antonio	Brandon	Davis	M	Fulton	
Nathaniel	Keoni	De La Cruz	M	Fulton	
Kyle	Minhkhang	Delengocky	M	Fulton	

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First Name	Middle Name	Last Name	Sex	School	Home School
Jackson	Evan	DeSousa	M	Fulton	
Kaylee	Ngoc	Dinh	F	Fulton	
Ellie	Thanh	Do	F	Fulton	
Caden	Thomas	Dowland	M	Fulton	
Mischa	Buu	Duong	F	Fulton	
Tam	Hien	Duong	M	Fulton	
Logan	Travis	English	M	Fulton	
Ryan	Nicole	Fortner	F	Fulton	
Owen	M	Frederick	M	Fulton	
Maiya	Elizabeth-Lee	Galloway	F	Fulton	
Annette	Thien-An	Garay	F	Fulton	
Ilien		Garcia	F	Fulton	
Logan	James	Gilbert	M	Fulton	
Ulises	Anthony	Gonzalez	M	Fulton	
Chelsea	Elizabeth	Grack	F	Fulton	
Olivia	Teresa	Greenbaum	F	Fulton	
Minh Thong	Nhat	Ha	M	Fulton	
Kelly	Aiko	Halliburton	F	Fulton	
Andrew	J	Hanson	M	Fulton	
Ranen	Gabriel	Herman	M	Fulton	
Jeremy	Steven	Hernandez	M	Fulton	
Ayslee	Sky	Hidalgo-Harrison	F	Fulton	
Leah	Catherine	Higgins	F	Fulton	
Hannah	Elizabeth	Hile	F	Fulton	
Andrew	Phu Ich	Hinh	M	Fulton	
Jonathan	Qui	Hoang	M	Fulton	
Matthew	Connor	Hoang	M	Fulton	
Chloe	Isabella	Hughes	F	Fulton	
Audrey	Khanh Linh	Huynh	F	Fulton	
Kaylee	Michael	Huynh	F	Fulton	
Mya	Carmen	Huynh	F	Fulton	
Josiah	Cruz	Ibanez	M	Fulton	
Robert	Salvador	Ibanez	M	Fulton	
Joshua	Draven	Johnson	M	Fulton	
Zion	Kainoa	Jones	M	Fulton	
Dalal		Kaskas	F	Fulton	
Abigail	Rose	Kauffman	F	Fulton	
Amelia	Mika	Kawaguchi	F	Fulton	
Conner	Jakob	Knight	M	Fulton	
Tatum	Paige	Koby	F	Fulton	
Courtney	Brianne	Kols	F	Fulton	
Tyler	William	Kols	M	Fulton	
Lola	Jean	Korhonen	F	Fulton	
Katie	Eileen	Kunz	F	Fulton	
Katie	Mt	Lam	F	Fulton	
Peyton	Tyler Hoang	Lampano	M	Fulton	
Isabella	Alexandra	Le	F	Fulton	
Kyra	Tuyet	Le	F	Fulton	
Troy	Anthony	Leach	M	Fulton	
Sophia	Margaret	Levy	F	Fulton	
Anderson	Kett	Luu	M	Fulton	

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First Name	Middle Name	Last Name	Sex	School	Home School
Ethan	Hung	Ly	M	Fulton	
Warren	Tyler	Mach	M	Fulton	
Breanna	Uyen Tran	Mai	F	Fulton	
Maya	Emily	Marin	F	Fulton	
Christopher		Massoud	M	Fulton	
Darby	Grace	McDonald	F	Fulton	
Abigail	May	Middlebrooks	F	Fulton	
June	Bella	Moore	F	Fulton	
Caroline	Louise	Mora	F	Fulton	
Tessa	Simone	Nacke	F	Fulton	
Lavinya	Emeil	Nasralla	F	Fulton	
Nhi	NguyenHoang	Ngo	F	Fulton	
Adam	Thai	Nguyen	M	Fulton	
Alexander	Long Quoc Duy	Nguyen	M	Fulton	
Angelina	Gia Thinh	Nguyen	F	Fulton	
Annelise	Uyen-Thy	Nguyen	F	Fulton	
Benjamin		Nguyen	M	Fulton	
Celine	Camtien	Nguyen	F	Fulton	
Chance	Tam	Nguyen	M	Fulton	
Charlie	Tri	Nguyen	M	Fulton	
Faith	Thuy-An	Nguyen	F	Fulton	
Haley	Truc	Nguyen	F	Fulton	
Jake	Christopher	Nguyen	M	Fulton	
Jaquelyn		Nguyen	F	Fulton	
Jasmine	Khoi-Nguyen	Nguyen	F	Fulton	
Jeremy	De Leon	Nguyen	M	Fulton	
Kaitlyn	Cattien	Nguyen	F	Fulton	
Katelyn	Catlinh	Nguyen	F	Fulton	
Kayla	Quynh	Nguyen	F	Fulton	
Kenny	Khoi	Nguyen	M	Fulton	
Kyla	Thuc-Nhien	Nguyen	F	Fulton	
Ngoc Thach	Cao	Nguyen	M	Fulton	
Quoc Vinh		Nguyen	M	Fulton	
Summer	Aivy	Nguyen	F	Fulton	
ThaiBao	Dominic	Nguyen	M	Fulton	
Vincent	Xuanvinh	Nguyen	M	Fulton	
Josiah	Nehemiah	Ninh	M	Fulton	
Alexandra	Whitacre	Oberg	F	Fulton	
Connor	Julian	Okawa	M	Fulton	
Nolan	Garrett	Olivares	M	Fulton	
Brynn	Marie	Orgill	F	Fulton	
Joshua		Ortiz	M	Fulton	
Shauna	Lee	Patcheak	F	Fulton	
Damian	Francis	Patterson	M	Fulton	
Anthony	James	Paul	M	Fulton	
Caleb	Thomas	Peckenpauh	M	Fulton	
Genevieve	Nhat-Vi	Penn	F	Fulton	
Shea	Sakura	Perez	F	Fulton	
Tyler	Thomas	Peshke	M	Fulton	
Angie	Duyen	Pham	F	Fulton	
Jacqueline	Hoang Linh	Pham	F	Fulton	

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First Name	Middle Name	Last Name	Sex	School	Home School
Aidan	Minh	Phan	M	Fulton	
Daniel	Thien	Phung	M	Fulton	
Alec	Raffi	Pinedjian	M	Fulton	
Nathan	Alexander	Pinney	M	Fulton	
Reese	Alexander	Prolli	M	Fulton	
Kyle	Quan Kosal	Prum	M	Fulton	
Anna		Quist	F	Fulton	
Gabriela	Mina	Rathan	F	Fulton	
Jaden	Eric	Reid	M	Fulton	
Noah	Matthew	Richardson	M	Fulton	
Elizabeth	Lee	Roberts-Juroe	F	Fulton	
Amanda	J	Robison	F	Fulton	
Jazmine	Elizabeth	Rooke	F	Fulton	
Aya	Francesca	Roque	F	Fulton	
Hannah	Arlene	Rothenberger	F	Fulton	
Milana	Milla	Russo	F	Fulton	
Reese	Skye	Ruzgerian	F	Fulton	
Asif	Ansar	Sahib	M	Fulton	
Jasmine	Diana	Salman	F	Fulton	
Michael	Anakin	Sandoval	M	Fulton	
John	David	Siino	M	Fulton	
Adam	Trieu	Singer	M	Fulton	
Carson	Anthony	Smith	M	Fulton	
Sasha	Mariposa	Solis	F	Fulton	
Charley	Lucille	Solorzano	F	Fulton	
Addi	Kai	Sotakoun	F	Fulton	
Luke	Charles	Steadman	M	Fulton	
Elisha	Cervantes	Stenseng	F	Fulton	
Mackenzie	Reese	Suekawa	F	Fulton	
Ami		Sugawara	F	Fulton	
Kevin	Takara	Sun	M	Fulton	
Ethan	N	Surjana	M	Fulton	
Kate	Ansley	Tanner	F	Fulton	
Luke	Thomas	Taylor	M	Fulton	
Richard	Khuyen	Thai	M	Fulton	
Braxton	Thanh	To	M	Fulton	
Brady	Michael	Tomko	M	Fulton	
Isaac		Tourgeman	M	Fulton	
Candice	Chieu-Khanh	Tran	F	Fulton	
Crystalyn	Amanda	Tran	F	Fulton	
Devin	Dat	Tran	M	Fulton	
Donaven	Dung	Tran	M	Fulton	
Felicity	Vo	Tran	F	Fulton	
Kim	Hoang	Tran	F	Fulton	
Kimi	Phi	Tran	F	Fulton	
Lana	Ngoc	Tran	F	Fulton	
Minh	Khang	Tran	M	Fulton	
Peyton	Phuc	Tran	M	Fulton	
Tiana	Minhthy	Tran	F	Fulton	
Kevin	Dang	Truong	M	Fulton	
Ian	Ting	Tsai	M	Fulton	

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First Name	Middle Name	Last Name	Sex	School	Home School
Zedd		Ulloa	M	Fulton	
Lauren	Grace	Vanderplas	F	Fulton	
Emilio	Enny	Vazquez	M	Fulton	
Duy-Khang	Mai	Vo	M	Fulton	
Hudson	Kazuo	Vogel	M	Fulton	
Jaden	H	Vu	M	Fulton	
Kevin		Vu	M	Fulton	
Juliette	Truyen	Wait	F	Fulton	
Tessa	Amelia	Walker	F	Fulton	
Sophia		Wells	F	Fulton	
Kalia	Kimberly	Wesley	F	Fulton	
Myka	Lynn	West	F	Fulton	
Emma	Nhung	Wong	F	Fulton	
Jake	Tai	Xa	M	Fulton	
Michael	Jeffrey	Yee	M	Fulton	
Jackie		Yenson	M	Fulton	
Reese	Lynn	Zarzana	F	Fulton	
Ryan	Dean	Zarzana	M	Fulton	
Kelly	Marie	Zebarth	F	Fulton	
Madison	Rose	Zepeda	F	Fulton	
Malea	Ryan	Zisko	F	Fulton	
Jerome	Milad	Abdelmalak	M	Masuda	
Fariz		Abid	M	Masuda	
Michael	Lucas	Alexander	M	Masuda	
Gina	Marie	Ambrosio	F	Masuda	
Jeremy	Xavier	Armas	M	Masuda	
Nancy		Arouk	F	Masuda	
Vanessa		Arroyo	F	Masuda	
Raymond	Michael	Avila	M	Masuda	
Yomna	stem Hassan Mahmo	Awad	F	Masuda	
Mahmud	Fakri	Barhum	M	Masuda	
Berat	Onur	Bayraktar	M	Masuda	
Sebastien	Joseph	Beal	M	Masuda	
Nour	Hany	Bekhit	M	Masuda	
Marly	Pavly	Betros	F	Masuda	
Mia	Bronte	Bivens	F	Masuda	
Bill	Quang Huy	Bui	M	Masuda	
Jesse	R	Cantu	M	Masuda	
Aiden	Chung	Carr	M	Masuda	
Tyler		Carrillo	M	Masuda	
Marcus	Walter	Castro	M	Masuda	
Julian	James	Chavez	M	Masuda	
Kristin		Chen	F	Masuda	
Ella	Rylee	Chicoine	F	Masuda	
Jayden	Tran Huy Tuan	Chung	M	Masuda	
Vanessa	Joan	Clark	F	Masuda	
Brandon	Joseph	Clausi	M	Masuda	
Kevin		Clemente	M	Masuda	
Colin	Anh	Cooper	M	Masuda	
Jacob	Matthew	Cornelius	M	Masuda	
David	The Hien	Dang	M	Masuda	

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First Name	Middle Name	Last Name	Sex	School	Home School
Julie	T	Dang	F	Masuda	
Chinh	Viet	Dao	F	Masuda	
Ryder	Viet	Dao	M	Masuda	
Nevin	Michael	Davis	M	Masuda	
Jasmyn	Elise	Del Rio	F	Masuda	
Lexi	Adaya	Delgado	F	Masuda	
Katelyn	Renee	Densberger	F	Masuda	
Lauren	Elise	Diecidue	F	Masuda	
Arthur	Luc	Dinh	M	Masuda	
Conlan	Tran	Dinh	M	Masuda	
Kyle	Thang	Dinh	M	Masuda	
Elizabeth	Joy	Doan	F	Masuda	
Christian		Duarte	M	Masuda	
Audrey	Quynh-Thi	Duong	F	Masuda	
Megan	T	Duong	F	Masuda	
Jack	Eric	Dymmel	M	Masuda	
Daylen	Elizabeth	Ellis	F	Masuda	
Ali	Hossam	Elsayed	M	Masuda	
Julia	Guadalupe	Escutia	F	Masuda	
Jessica	Happy	Fahmy	F	Masuda	
Jayne	Lynn	Finnerty	F	Masuda	
Mckayla		Garcia	F	Masuda	
Joseph	Sherif	Gendi	M	Masuda	
Shaleh	Vanah	Genel	F	Masuda	
Jaden	R	Goodwin	M	Masuda	
Jasmine		Ha	F	Masuda	
Rahf	Ahmed Hamed	Hassan	F	Masuda	
Jessica	Noelle	Hay	F	Masuda	
Analyssa	Kontia	Heng	F	Masuda	
Laith	Maher	Hijazi	M	Masuda	
Anakin	Quyen	Hoang	M	Masuda	
Kaitlyn	Minh	Hoang	F	Masuda	
Khoi	Ngoc	Hoang	M	Masuda	
Lucas	Anh	Hoang	M	Masuda	
Trinia	Minh-Ngoc	Hoang	F	Masuda	
Skyla	Anh Duong	Ho-Bui	F	Masuda	
David		Huynh	M	Masuda	
Hong-An	Vu	Huynh	F	Masuda	
Noa	Nancy	Iida	F	Masuda	
Kandra	Kelly	Iorio	F	Masuda	
Haram		Jin	F	Masuda	
Morgan	Ella	Johnson	F	Masuda	
Nathan	Cody	Kale	M	Masuda	
Aidan	Mitchell	Keeney	M	Masuda	
Lana	Luu	Lai	F	Masuda	
Alexander	Hoang	Lam	M	Masuda	
Benjamin	Tuan	Lam	M	Masuda	
Keitlyn	Nghi	Lam	F	Masuda	
Paige	Jean	Lant	F	Masuda	
Angelina		Le	F	Masuda	
Angelina		Le	F	Masuda	

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First Name	Middle Name	Last Name	Sex	School	Home School
Carissa	Lauren	Le	F	Masuda	
Linh	Anh Phuong	Le	F	Masuda	
Violet	Quynh-Nhi	Le	F	Masuda	
John	Isaac	Ledezma Jasso	M	Masuda	
Elijah	Hua Thanh	Lee	M	Masuda	
Christopher	Ryan	Lewis	M	Masuda	
Jia Zhen Aizhi	Ibabao	Lim	F	Masuda	
Charlotte	Lynn	Lininger	F	Masuda	
Christian		Lopez	M	Masuda	
Trevin	Thien	Luong	M	Masuda	
Ethan	Tan	Luu	M	Masuda	
Victoria	Roza	Mailova	F	Masuda	
Jessica	Joseph	Makram	F	Masuda	
Mena	Alaa	Makram	M	Masuda	
Mailia	Puanani	Maliga	F	Masuda	
Rauan	Miguel Lima	Marques Goncalves	M	Masuda	
Harrison	James	Martin	M	Masuda	
Reece	J	McCready	M	Masuda	
Karen	Emad	Mekhaie	F	Masuda	
Bavly	Daniel	Mikhael	M	Masuda	
Yassa	Ashraf	Mosaad Habib	M	Masuda	
Nader		Moussa	M	Masuda	
Samantha	Kayle	Munoz	F	Masuda	
Mark		Nakhella	M	Masuda	
Maram	Hany	Nematalla	F	Masuda	
Adam		Nguyen	M	Masuda	
Adeline	Nhi	Nguyen	F	Masuda	
Andre	Alexander	Nguyen	M	Masuda	
Andrew		Nguyen	M	Masuda	
Angelina	Van	Nguyen	F	Masuda	
Bach	Cung	Nguyen	M	Masuda	
Bao	Quoc	Nguyen	M	Masuda	
Chi	Minh	Nguyen	F	Masuda	
Christopher	Tobi-Hieu	Nguyen	M	Masuda	
Demi	Hoang	Nguyen	F	Masuda	
Emily	Nguyet	Nguyen	F	Masuda	
Emma	Linh	Nguyen	F	Masuda	
Jayla	Han	Nguyen	F	Masuda	
Kaitlyn	Noel-Lee	Nguyen	F	Masuda	
Katherine	Lam	Nguyen	F	Masuda	
Khuevi	Elise	Nguyen	F	Masuda	
Orson	Khang	Nguyen	M	Masuda	
Phat		Nguyen	M	Masuda	
Sophia	Tuyet Vy	Nguyen	F	Masuda	
Thaomi		Nguyen	F	Masuda	
Theresa		Nguyen	F	Masuda	
Travis	Vinh	Nguyen	M	Masuda	
Vinh	Vocong	Nguyen	M	Masuda	
Lily	Day	Ogle	F	Masuda	
Jermaine	Hoang	Ogletree	M	Masuda	
Jaylynn	Nicole	Olson	F	Masuda	

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First Name	Middle Name	Last Name	Sex	School	Home School
Madden	James Nakoa	Orr	M	Masuda	
Korban	Alexander	Panas	M	Masuda	
Aanosh	Krishnu	Patel	M	Masuda	
Devin	Carl	Payne	M	Masuda	
Drew	Steven	Payne	M	Masuda	
Keanu	Jacob	Perez	M	Masuda	
Dang Khoa	Ba	Pham	M	Masuda	
Jessica	Bao Ngoc	Pham	F	Masuda	
Joseph	Hai Thien	Pham	M	Masuda	
Kenny	Minh	Pham	M	Masuda	
Krystal	Ngoc	Pham	F	Masuda	
Kyle	Thuan	Pham	M	Masuda	
Paul		Pham	M	Masuda	
Tiffany	Minh	Pham	F	Masuda	
Trenton	Tin	Pham	M	Masuda	
Uy	Bao	Pham	M	Masuda	
Andrew	Minh Khoi	Phan	M	Masuda	
Dominic	Antruong	Phan	M	Masuda	
Matthew	Minh Kha	Phan	M	Masuda	
Trina	Hanh-Thao	Phan	F	Masuda	
Ily	Thuy-Linh	Phipps	F	Masuda	
Tyler	V	Phu	M	Masuda	
Hannah	Danne	Querry	F	Masuda	
Jesus	Ricardo	Ramos Martinez	M	Masuda	
Raymond	Cota	Reyes	M	Masuda	
Yinneska	Y	Rios	F	Masuda	
Noah	James	Rojo	M	Masuda	
Ethan	Hayden	Romeo	M	Masuda	
Dean	Takeshi	Sakamoto	M	Masuda	
Jassica	Maged	Salib	F	Masuda	
Gabriel	Joseph	Sandoval	M	Masuda	
Kevin	Alexander	Sears	M	Masuda	
Celina	Tro	Shahbazian	F	Masuda	
Cameron	Thomas	Shepherd	M	Masuda	
Trenton	James	Smith	M	Masuda	
Nicholas	Christopher	Southern	M	Masuda	
Rebecca	Grace	Staffieri	F	Masuda	
Gabriel	Brandon	Stepp	M	Masuda	
Nanami	Kayla	Sugimura	F	Masuda	
Khang	Nguyen	Ta	M	Masuda	
Antony	Nashat	Tadrus	M	Masuda	
Monica	Lynn	Takuma	F	Masuda	
Edison	Hoang	Thai	M	Masuda	
Kenneth	Hoai	Thai	M	Masuda	
Carter	Trong	Than	M	Masuda	
Chloe	T	Tieu	F	Masuda	
Aleena	Leann	Tovar	F	Masuda	
Audrey	Nha-Uyen	Tran	F	Masuda	
Brooklyn	Kieu-Khanh	Tran	F	Masuda	
Evelyn	Khiet-Tam	Tran	F	Masuda	
Hayden	Haidang	Tran	M	Masuda	

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First Name	Middle Name	Last Name	Sex	School	Home School
Katherine	BaoNgoc	Tran	F	Masuda	
Justin	Hoang	Trang	M	Masuda	
Carley	Frances	Trcka	F	Masuda	
Ashley	Thanh	Trinh	F	Masuda	
Vivian	Mai	Tuong	F	Masuda	
Benjamin	Simon	Varghese	M	Masuda	
Aldo		Vega	M	Masuda	
Nicholas		Vega	M	Masuda	
Julian	Reznor	Velasquez	M	Masuda	
Makayla	Emily	Velazquez	F	Masuda	
Lincoln	William	Vina	M	Masuda	
Dylan		Vo	M	Masuda	
Jayden	Thien Tam	Vo	M	Masuda	
Raphael	Quy	Vo	M	Masuda	
Tammy	Thuy	Vu	F	Masuda	
Nicole	Reese	Waldschmidt	F	Masuda	
Porsha	Yuan-Tong	Wang	F	Masuda	
Savanna	Rae	Weaver	F	Masuda	
Joshua	Camaron	Withers	M	Masuda	
Kaitlyn	Marie	Woodford	F	Masuda	
Grayson	George	Yager	M	Masuda	
Sophia	Teresa	Yescas	F	Masuda	
Rami	Mueen	Zein	M	Masuda	
Yousef	Ibrahim	Alayyan	M	Talbert	
Connor		Alexander	M	Talbert	
Hannah	Louise	Almaraz	F	Talbert	
Jasmine	Yessenia	Alonzo	F	Talbert	
Herley	Rae	Amalong	F	Talbert	
Adriana	Faith	Amaral	F	Talbert	
Kirra	Cathryn	Amesquita	F	Talbert	
Braden	George	Anguiano	M	Talbert	
Madeline	Mae	Anguiano	F	Talbert	
Lexie	Marilyn	Arndt	F	Talbert	
Mika	Carolyn	Arndt	F	Talbert	
Brian	Thomas	Baker	M	Talbert	
Stone	Willem	Bakx	M	Talbert	
Tyler-Aleksey		Barber	M	Talbert	
Kaden	Grace	Barrett-Silinsky	F	Talbert	
Calista		Bennett	F	Talbert	
Ana	Gabriela	Berg	F	Talbert	
Cash	Michael	Bestwick	M	Talbert	
Hunter	Donovan	Bingman	M	Talbert	
Parker	Blaine	Bonner	M	Talbert	
Benjiman	Ethyn	Bourne	M	Talbert	
Cameron	Marie	Britton	F	Talbert	
Scarlett	Evelyn	Bruce	F	Talbert	
Kamryn	Baylee	Burgess	F	Talbert	
Joey		Burns	F	Talbert	
Michael	Anthony	Caldarella	M	Talbert	
Ethan	Alexander	Calvin	M	Talbert	
Rachel	Anne	Capone	F	Talbert	

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First Name	Middle Name	Last Name	Sex	School	Home School
Audrey	Marie	Carevich	F	Talbert	
Anuheia	Kamaile	Carothers	F	Talbert	
Sienna	Rose	Carroll	F	Talbert	
Catherine	Anne	Casey	F	Talbert	
Emma	Celeste	Castorena	F	Talbert	
Joaquin	Andrew	Centeno	M	Talbert	
Anastasia	Grace	Chamberlain	F	Talbert	
William	Edmond	Channell	M	Talbert	
Tyler	Vincent	Chiavetta	M	Talbert	
Isabella	Maria	Christian	F	Talbert	
Dylan	Frank	Cirigliaro	M	Talbert	
Dylan	Patrick	Clark	M	Talbert	
Nathan	Robert	Combs	M	Talbert	
Lake	Tyler James	Covey	M	Talbert	
Lacy	Danielle	Cuff	F	Talbert	
Gracie	Rose	Culp	F	Talbert	
Ethan	Troy	Cummings	M	Talbert	
Lauren	Rose	Dalebout	F	Talbert	
Dylan	Quan	Dang-Vu	M	Talbert	
James	Miles	Dayley	M	Talbert	
Colby	James	DeBenon	M	Talbert	
Madison	Nguyen	Deemer	F	Talbert	
William	Paul	Diaz	M	Talbert	
Katie	Trang	Dinh	F	Talbert	
Kenneth	William	Dobbs	M	Talbert	
Cheyenne	Lee	Duarte	F	Talbert	
Kennedi	Ralley	Duke	F	Talbert	
Annabella	Juliet	Dunlap	F	Talbert	
Angela	Pham	Duong	F	Talbert	
Tyler	Thai	Duong	M	Talbert	
Chevy	Jorge Leano	Ele	M	Talbert	
Jackson	Thomas	Epling	M	Talbert	
Otto	Jesus	Espinoza	M	Talbert	
Grace	Katherine	Fellowes	F	Talbert	
Noah	Christian	Fernandez	M	Talbert	
Samantha	Pauline	Finch	F	Talbert	
Jaclyn	Ava	Forbes	F	Talbert	
Kayla	Rose	Frechette	F	Talbert	
Samuel	Reid	Fromson	M	Talbert	
Anthony		Galindo	M	Talbert	
Ava	Ann	Gallegos	F	Talbert	
Celeste	Anai	Garcia Vasquez	F	Talbert	
Dane	Emerson	Garrett	M	Talbert	
Mason	Douglas	Gerhardt	M	Talbert	
Mason	Samuel	Gilbert	M	Talbert	
Joly	Rofaail	Gobran	F	Talbert	
Conner	Binh	Golding	M	Talbert	
Drew	Anthony	Gonzalez	M	Talbert	
Michala	Lynn	Goodale	F	Talbert	
Cyrus	Bradley	Goodwin	M	Talbert	
Graycie	Leigh	Gordon	F	Talbert	

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Bailey	Sue	Gottfried	F	Talbert	
James	Michael	Gottfried	M	Talbert	
Noah	Ryan	Gottfried	M	Talbert	
Scarlett	Rebecca	Graney	F	Talbert	
Laci	Beau	Griffin	F	Talbert	
Gideon	Oliver	Griffiths	M	Talbert	
Tea	Moana	Gutierrez	F	Talbert	
Reagan	Elizabeth	Hanson	F	Talbert	
Tyler	Reed	Harmon	M	Talbert	
Cash	Raymond	Heit	M	Talbert	
Brittin	D'Artagnan	Hernandez	M	Talbert	
Taylor	Anne	Hershfield	F	Talbert	
Jadyn	Duyen	Ho	F	Talbert	
Kyle	W	Hoang	M	Talbert	
Imaan		Hosseinali	M	Talbert	
Kevin	Nhat	Huynh	M	Talbert	
Lauren	Olivia	Hyland	F	Talbert	
Ariana	Hope	Ingwerson	F	Talbert	
Franchesca	Sean	Jacobs	F	Talbert	
Alexander	Mykle	Johnson	M	Talbert	
Falon	Christine	Johnson	F	Talbert	
Gavin	Robert	Johnson	M	Talbert	
Matthew	Joseph	Johnson	M	Talbert	
Tyler	Kainoa	Josephson	M	Talbert	
William	Robert	Justice	M	Talbert	
Kylah	Makena-Haru	Kakuuchi	F	Talbert	
Michelle	Zoe	Kelley	F	Talbert	
Charles	Adam	Koch	M	Talbert	
Nolan	Alexander Azcona	Kolbly	M	Talbert	
Meadow	Anne	Kraber	F	Talbert	
Catherine	Ngoc An	La	F	Talbert	
Ryan	James	Lamude	M	Talbert	
Aiden	Robert	Lanza	M	Talbert	
Aidan	Chistopher	Larsson	M	Talbert	
Aundrea	Marie	Lartigau	F	Talbert	
Spencer	Jordan	Le	M	Talbert	
Jacob	Mitchell	Lemmons	M	Talbert	
Royal	Zane	Letterman	M	Talbert	
Hayden	Maxwell	Lewis	M	Talbert	
Natalie	Cardoso	Loffis	F	Talbert	
Amir	David Solomon	Maali	M	Talbert	
Zachary	Giovanni	Mangione	M	Talbert	
Makenzie	Diane	Marker	F	Talbert	
Oscar	Rogelio	Martinez	M	Talbert	
Connor	Andrew	McNally	M	Talbert	
Fiona	June	McPherson	F	Talbert	
Violet	Inez	Medellin	F	Talbert	
Amari	Spencer	Meek	M	Talbert	
Deakon	John	Mendell	M	Talbert	
Jake		Minter	M	Talbert	
Tomas	Ibram	Moanes	M	Talbert	

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Hailey	Alexis	Montegani	F	Talbert	
Hannah	Kay	Montelius	F	Talbert	
Lukas	Dane	Moore	M	Talbert	
Delaney	Shea	Moran	F	Talbert	
McKenzie	Payen	Morris	F	Talbert	
Parker	John	Muschetto	M	Talbert	
Madalynn	Rae	Musser	F	Talbert	
Fisher	Anh Tai	Ngo	M	Talbert	
Thuy Man Nghi		Ngo	F	Talbert	
Autumn	Anh Thy	Nguyen	F	Talbert	
Hieu	Cong	Nguyen	M	Talbert	
Kassidy	Tam	Nguyen	F	Talbert	
Vu	Thao Tien	Nguyen	F	Talbert	
Amy	Chapman	Nichols	F	Talbert	
Maxwell	Thomas	North	M	Talbert	
Delanie	Hope	Novak	F	Talbert	
Ava		Nunes	F	Talbert	
Elias	Ian	Ochoa	M	Talbert	
Nathan	Conlon	O'Hara	M	Talbert	
Tristin	Tyler Real	Ordaz	M	Talbert	
Lillian	Marie	Owler	F	Talbert	
Jack	Michael	Paquette	M	Talbert	
Jacob	Robert	Parsons	M	Talbert	
Michael	Holden	Patterson	M	Talbert	
Ashley		Pendergast	F	Talbert	
Isabela	A	Perdomo	F	Talbert	
Connor	Hogan	Persinger-Patton	M	Talbert	
Luccas	Hoang Duc	Pham	M	Talbert	
Madison	May	Pham	F	Talbert	
Derek	Samuel	Plis	M	Talbert	
Andrea	Lizette	Porras	F	Talbert	
Siena	Joy	Pravettone	F	Talbert	
Avery	Thol	Rehak	F	Talbert	
Gianna	Marie	Rodriguez	F	Talbert	
Jayden	Taylor	Rodriguez	F	Talbert	
Cole	Emerson	Rothrock	M	Talbert	
Gavin	Craig	Rush	M	Talbert	
Annalyse	Jadira Cortez	Salcedo	F	Talbert	
Carson	Benjamin	Schmidt	M	Talbert	
Jake	Alexander	Schuette	M	Talbert	
Ayat	A	Shehadeh	F	Talbert	
Hailey	Marie	Sisco	F	Talbert	
Bryce	Anderson	Sjaarda	M	Talbert	
Alyssa	Renee	Small	F	Talbert	
Mackenzie	Ann	Smith	F	Talbert	
Avery	Michele	Sneddon	F	Talbert	
Sadie	Jane	South	F	Talbert	
Emma	Rose	Stafford	F	Talbert	
Aaron	Gilbert	Stapp	M	Talbert	
McKenna	Rachelle	Steffen	F	Talbert	
Justice		Steiner	F	Talbert	

Fountain Valley School District

2020-2021 8th Grade

First Name	Middle Name	Last Name	Sex	School	Home School
Landon	Ryan	Stewart	M	Talbert	
Christian	Scott	Stueve	M	Talbert	
Emma	Irelynn	Tedford	F	Talbert	
Ethan	Grant	Terry	M	Talbert	
Jocelyn	Shuling	Thomas	F	Talbert	
Xander	James	Tillmanns	M	Talbert	
Shane	Riley	Timmons	M	Talbert	
Anderson	Quoc	Tran	M	Talbert	
Joanne	Diem	Tran	F	Talbert	
Mandy		Tran	F	Talbert	
Ritsu		Tran	F	Talbert	
ViVi	Le Thuy	Tran	F	Talbert	
Dylan	Quang	Trinh	M	Talbert	
Alexandria	Victoria	Twist	F	Talbert	
Brooklyn	Kate	Urey	F	Talbert	
Remington	Amelia	Vagana	F	Talbert	
William	Quentin	Valdovinos	M	Talbert	
Emily		Van	F	Talbert	
Tyson	Scott	Vander Burgh	M	Talbert	
Carlos	Vidal	Vasseur	M	Talbert	
Brynn	Ann	Virgo	F	Talbert	
Hayden	Truong	Vo	M	Talbert	
Lisa	Lam	Vo	F	Talbert	
Jayne	Mai	Vu	F	Talbert	
Madison	Rose	Walker	F	Talbert	
Elliott	James	Wheeler	M	Talbert	
Claire	Ann	Whitcher	F	Talbert	
Kiley	Ann	Wiedrick	F	Talbert	
Cole	Eric	Wilder	M	Talbert	
Jered	Timothy	Yagi	M	Talbert	



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 2022-09 GANN Amendment Appropriations Limitation**
DATE: August 18, 2021

Background:

Per Education Code Sections 1629 and 42132, each year governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriations limit is the dollar amount that a District can expend in one fiscal year and is limited to the percentage increase in the cost of living and the percentage increase in the state or local government's population. The District did not exceed its appropriation limit of \$38.81 million for 2020-21. The estimated appropriation limit for 2021-22 is \$40.07 million. The calculation of the appropriation limit is available for public review in the Business Services Office.

Recommendation:

It is recommended that the Governing Board adopt **RESOLUTION 2022-09**, identifying the 202-21 actual appropriation limit and the 2021-22 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2022-09
GANN AMENDMENT
APPROPRIATIONS LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2020-21 fiscal year and a projected Gann Limit for the 2021-22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for 2020-21 at \$38,807,719 and for 2021-22 at \$40,067,164 are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2020-21 and 2021-22 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

ADOPTED ON THIS 2nd DAY OF SEPTEMBER 2021.

SIGNED _____

Jim Cunneen
Clerk, Board of Trustees

Fountain Valley, California
County of Orange, State of California



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: **2020-21 Capital Facilities Fund / Developer Fees**
DATE: August 25, 2021

Background:

Effective January 1, 1997, Senate Bill 1693 amended Government Code Sections 66001 and 66006 to impose more detailed reporting requirements for developer fees. SB 1693 amended Section 66006(b) to provide the following revised reporting requirement:

Section 66006 (b)(1)

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:"

- (1) A brief description of the type of fee in the account or fund.
- (2) The amount of the fee.
- (3) The beginning and ending balance of the account or fund.
- (4) The amount of the fees collected and the interest earned.

Government Code Section 66006 also requires the local agency to review this fund at a regularly scheduled public meeting.

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2020-21 as required under section 66006(b)(1).

Recommendation:

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund income and expenditures.

DEVELOPER FEES - DATA COLLECTION LOG
(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

BEGINNING FUND BALANCE:

\$963,241.94

REVENUE DETAIL:

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR SCHOOL SITE(S)	INVESTMENT GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
	7/1/2020-6/30/2021	Interest						\$7,408.13	\$7,408.13
	7/1/2020-6/30/2021	Net Change in Value of Investment					\$1,654.00		\$1,654.00
1	7/1/2020	Mai, Tracy	R	1,736	\$3,385.20	Courreges			\$3,385.20
2	7/10/2020	Bui, Tap	R	859	\$1,675.05	Plavan			\$1,675.05
3	7/31/2020	Tran, Chau	R	800	\$1,560.00	Cox			\$1,560.00
4	7/31/2020	Do, Lan	R	1,078	\$2,102.10	Oka			\$2,102.10
5	8/4/2020	Nguyen, John	R	1,200	\$2,340.00	Plavan			\$2,340.00
6	8/14/2020	Davis, Brad	R	895	\$1,745.25	Courreges			\$1,745.25
7	8/18/2020	Nguyen, Katelynn	R	1,604	\$3,127.80	Plavan			\$3,127.80
8	8/31/2020	Murata, Jane	R	793	\$1,546.35	Tamura			\$1,546.35
9	9/9/2020	Huynh, Loc Thanh	R	1,200	\$2,340.00	Plavan			\$2,340.00
10	10/2/2020	Harbor Circle LLC	C	7,607	\$2,358.17	Oka			\$2,358.17
11	10/9/2020	Bundogji, Reeman	R		(\$1,019.52)	Plavan			(\$1,019.52)
12	10/9/2020	Pham, Toan	R	562	\$1,095.90	Cox			\$1,095.90
13	10/27/2020	Ho, Hai	R	750	\$1,462.50	Courreges			\$1,462.50
14	11/2/2020	Howland, Nancy	R	815	\$1,589.25	Courreges			\$1,589.25
15	11/17/2020	Coastal Community	R	2,228	\$4,344.60	Cox			\$4,344.60
16	11/17/2020	Coastal Community	R	2,228	\$4,344.60	Cox			\$4,344.60
17	11/17/2020	Coastal Community	R	3,016	\$5,881.20	Cox			\$5,881.20
18	11/17/2020	Coastal Community	R	3,016	\$5,881.20	Cox			\$5,881.20
19	11/24/2020	Si, Shuman	R	1,544	\$3,010.80	Courreges			\$3,010.80
23	12/2/2021	Segov, Jose&Delores	R	839	\$1,636.05	Oka			\$1,636.05
24	12/2/2021	Robinson, Michael	R	566	\$1,103.70	Oka			\$1,103.70
25	12/4/2021	Coastal Community	R	2,228	\$4,344.60	Cox			\$4,344.60
26	12/4/2021	Coastal Community	R	2,910	\$5,674.50	Cox			\$5,674.50
27	12/4/2021	Coastal Community	R	2,910	\$5,674.50	Cox			\$5,674.50
28	12/4/2021	Coastal Community	R	2,228	\$4,344.60	Cox			\$4,344.60
29	12/18/2021	Coastal Community	R	3,016	\$5,881.20	Cox			\$5,881.20
30	12/18/2021	Coastal Community	R	3,016	\$5,881.20	Cox			\$5,881.20
31	1/8/2021	Coastal Community	R	2,799	\$5,458.05	Cox			\$5,458.05
32	1/8/2021	Coastal Community	R	2,799	\$5,458.05	Cox			\$5,458.05
33	1/29/2021	Abatzoglou, Anh	R	590	\$1,150.00	Plavan			\$1,150.00
34	2/10/2021	Nau, Richard & Terry	R	693	\$1,351.35	Gisler			\$1,351.35
35	2/10/2021	Mai, Annie	R	1,192	\$2,324.40	Courreges			\$2,324.40
36	2/17/2021	Stratton, Curt	R	798	\$1,556.10	Gisler			\$1,556.10
37	2/19/2021	Nguyen, Binh	R	1,423	\$2,774.85	Tamura			\$2,774.85
38	3/23/2021	Chen, Shubi	R	875	\$1,706.25	Tamura			\$1,706.25

DEVELOPER FEES - DATA COLLECTION LOG

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

BEGINNING FUND BALANCE:

\$963,241.94

REVENUE DETAIL:

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR SCHOOL SITE(S)	INVESTMENT GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
39	3/25/2021	Nguyen, Jeannie	R	1,508	\$2,940.60	Gisler			\$2,940.60
40	3/30/2021	Tran, Randy	R	764	\$1,489.80	Plavan			\$1,489.80
41	5/5/2021	Le, Celine	R	650	\$1,267.50	Courreges			\$1,267.50
42	5/7/2021	Nguyen, Catherine	R	924	\$1,833.00	Gisler			\$1,833.00
43	5/20/2021	Nguyen, Kay	R	1,194	\$2,328.30	Gisler			\$2,328.30
44	5/20/2021	Dong, Phil	R	1,495	\$2,915.25	Gisler			\$2,915.25
45	5/28/2021	Pinedijan, Raffi	R	1,125	\$2,193.75	Courreges			\$2,193.75
46	6/2/2021	Nguyen, Heiu	R	3,109	\$6,062.55	Cox			\$6,062.55
47	6/4/2021	Le, Kenny	R	1,235	\$2,408.25	Plavan			\$2,408.25
48	6/4/2021	Congdon, Alan & Car	R	567	\$1,105.65	Tamura			\$1,105.65
49	6/7/2021	Heiu, Luu	R	799	\$1,558.05	Plavan			\$1,558.05
50	6/14/2021	Hoang, Kim	R	975	\$1,901.25	Plavan			\$1,901.25
51	6/23/2021	Truong, Hung	R	1,200	\$2,340.00	Courreges			\$2,340.00

Total \$144,496.43

DEVELOPER FEES - DATA COLLECTION LOG

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

EXPENDITURE DETAIL:

	DATE	PUBLIC IMPROVEMENT PROJECT	COST OF EACH IMPROVEMENT P.O. #	% OF PROJECT FUNDED WITH FEES	ESTIMATED START DATE OF PROJECT	School Site	REPAYMENT DATE OF LOAN	REFUND FEES TO	AMOUNT OF REFUND	TOTAL EXPENDITURE
1	7/1/2020-6/30/2021	Admin Fee Exp								\$4,062.22
2	7/1/2020-6/30/2021	Interest Exp								\$514.88
3	7/1/2020-6/30/2021	Modular Building Sitework	P20M4090,P20M4081,P20M4153,P20M4160,P20M4162	30%	2020-21	Tamura				\$298,360.67
Total										\$302,937.77

ENDING FUND BALANCE:

\$804,800.60



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Unaudited Actuals for Fiscal Year Ending 2020-21**
DATE: August 25, 2021

Background:

At unaudited actuals, the District compares actual results for the fiscal year ending June 30, 2021 to the estimated actuals presented at budget adoption. The total general fund ending balance is \$23.9 million, of which \$14.9 million is assigned and/or otherwise restricted.

The District has met all of the requirements outlined in AB1200 and all of the District's funds reflect a positive ending balance.

At this time, there are no changes to the 2021-22 adopted budget, with the exception of the beginning fund balance, which has been adjusted to reflect revisions to the 2020-21 ending fund balance. Increases/decreases in revenue and expenditures affecting the budget will be addressed in the first interim report in December 2021.

Recommendation:

It is recommended that the Board of Trustees approve the unaudited actuals for fiscal year 2020-21 and the adjusted 2021-22 beginning balance.

Fountain Valley Elementary School District

2020-21 Unaudited Actuals as Compared to Estimated Actuals

		Unrestricted				Restricted				Combined			
		2020-21 EA	2020-21 UA	Δ	% of Exp, xfers, uses	2020-21 EA	2020-21 UA	Δ	% of Exp, xfers, uses	2020-21 EA	2020-21 UA	Δ	% of Exp, xfers, uses
A. Revenues													
1) LCFF Sources	8010-8099	\$53,447,847	\$53,446,842	\$ (1,005)	0.0%	\$0	\$0	\$ -	0.0%	\$53,447,847	\$53,446,842	\$ (1,005)	0.0%
2) Federal Sources	8100-8299	\$0	\$0	\$ -	0.0%	\$4,855,977	\$5,179,891	\$ 323,914	0.5%	\$4,855,977	\$5,179,891	\$ 323,914	0.5%
3) Other State Revenue	8300-8599	\$1,170,847	\$1,284,907	\$ 114,060	0.2%	\$7,563,175	\$8,008,395	\$ 445,220	0.7%	\$8,734,022	\$9,293,303	\$ 559,281	0.8%
4) Other Local Revenue	8600-8799	\$705,113	\$634,028	\$ (71,085)	-0.1%	\$5,168,826	\$5,374,562	\$ 205,736	0.3%	\$5,873,939	\$6,008,590	\$ 134,651	0.2%
5) Total, Revenues		\$55,323,807	\$55,365,778	\$ 41,971	0.1%	\$17,587,978	\$18,562,848	\$ 974,870	1.4%	\$72,911,785	\$73,928,626	\$ 1,016,841	1.5%
B. Expenditures													
1) Certificated Salaries	1000-1999	\$25,065,947	\$25,097,647	\$ 31,700	0.0%	\$6,137,677	\$6,206,738	\$ 69,061	0.1%	\$31,203,624	\$31,304,385	\$ 100,761	0.1%
2) Classified Salaries	2000-2999	\$6,657,944	\$6,449,853	\$ (208,091)	-0.3%	\$4,142,598	\$4,070,949	\$ (71,649)	-0.1%	\$10,800,542	\$10,520,802	\$ (279,740)	-0.4%
3) Employee Benefits	3000-3999	\$10,378,743	\$10,186,745	\$ (191,998)	-0.3%	\$6,289,874	\$6,405,268	\$ 115,394	0.2%	\$16,668,617	\$16,592,013	\$ (76,604)	-0.1%
4) Books & Supplies	4000-4999	\$2,147,839	\$1,862,884	\$ (284,955)	-0.4%	\$2,696,520	\$2,340,632	\$ (355,888)	-0.5%	\$4,844,359	\$4,203,516	\$ (640,843)	-0.9%
5) Services/Other Oper Expenditures	5000-5999	\$2,856,279	\$1,873,052	\$ (983,227)	-1.4%	\$3,266,311	\$2,782,212	\$ (484,099)	-0.7%	\$6,122,590	\$4,655,264	\$ (1,467,326)	-2.1%
6) Capital Outlay	6000-6999	\$71,058	\$43,149	\$ (27,909)	0.0%	\$1,969,816	\$1,950,705	\$ (19,111)	0.0%	\$2,040,874	\$1,993,854	\$ (47,020)	-0.1%
7) Other Outgo (exclude indirect Cost Transfers)	7100-7299	\$86,891	\$86,891	\$ -	0.0%	\$903,915	\$645,654	\$ (258,261)	-0.4%	\$990,806	\$732,545	\$ (258,261)	-0.4%
8) Other Outgo - Indirect Costs Transfers	7300-7399	(\$142,597)	(\$213,300)	\$ (70,703)	-0.1%	\$129,213	\$190,501	\$ 61,288	0.1%	(\$13,384)	(\$22,799)	\$ (9,415)	0.0%
Total Expenditures		\$47,122,104	\$45,386,921	\$ (1,735,183)	-2.5%	\$25,535,924	\$24,592,658	\$ (943,266)	-1.4%	\$72,658,028	\$69,979,579	\$ (2,678,449)	-3.9%
C. Excess (Deficiency) Revenues- Expenditures		\$8,201,703	\$9,978,856	\$ 1,777,153	2.6%	(\$7,947,946)	(\$6,029,810)	\$ 1,918,136	2.8%	\$253,757	\$3,949,047	\$ 3,695,290	5.4%
D. Other Financing Sources/Uses													
1) Interfund transfers													
a) Transfers In	8900-8929	\$250,000	\$250,000	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$250,000	\$250,000	\$ -	0.0%
b) Transfers Out	7600-7629	(\$182,770)	(\$1,634,327)	\$ (1,451,557)	-2.1%	\$0	\$0	\$ -	0.0%	(\$182,770)	(\$1,634,327)	\$ (1,451,557)	-2.1%
2) Other Sources/Uses													
a) Sources	8930-8979	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
b) Uses	7630-7699	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
3) Contributions	8980-8999	(\$9,249,536)	(\$8,754,142)	\$ 495,394	0.7%	\$9,249,536	\$8,754,142	\$ (495,394)	-0.7%	\$0	\$0	\$ -	0.0%
4) Total, Other Financing Sources/Uses		(\$9,182,306)	(\$10,138,469)	\$ (956,163)	-1.4%	\$9,249,536	\$8,754,142	\$ (495,394)	-0.7%	\$67,230	(\$1,384,327)	\$ (1,451,557)	-2.1%
E. Net Increase (Decrease) Fund Bal		(\$980,603)	(\$159,613)	\$ 820,990	1.2%	\$1,301,590	\$2,724,332	\$ 1,422,742	2.1%	\$320,987	\$2,564,720	\$ 2,243,733	3.3%
F. Beginning Fund Balance		\$18,724,076	\$18,724,076		0.0%	\$2,594,766	\$2,594,766		0.0%	\$21,318,842	\$21,318,842		0.0%
G. Audit Adjustments		\$0	\$0		0.0%	\$0	\$0		0.0%	\$0	\$0		0.0%
H. Ending Fund Balance		\$17,743,473	\$18,564,463	\$ 820,990	1.2%	\$3,896,356	\$5,319,098	\$ 1,422,742	2.1%	\$21,639,829	\$23,883,562	\$ 2,243,733	3.3%

**FOUNTAIN VALLEY SCHOOL DISTRICT
2020-21 UNAUDITED ACTUALS & 2021-22 ADOPTED BUDGET
GENERAL FUND**

REVENUES	Actuals 2020-21	Budget 2021-22
<u>INCOME BY SOURCE</u>		
<u>8011-8095 LOCAL CONTROL FUNDING FORMULA SOURCES</u>		
<u>INCOME ACCOUNT NUMBER</u>		
8011 Principal Apportionment-State Aid	\$19,278,464	\$21,845,501
8012 Education Protection Account - State Aide	\$1,230,021	\$1,230,020
8021 Homeowners' Exemption	\$130,984	\$130,984
8041 Secured Roll Taxes	\$26,951,336	\$27,066,743
8042 Unsecured Roll Taxes	\$801,085	\$824,331
8043 Prior Years' Taxes	\$481,857	\$477,449
8044 Supplemental Taxes	\$660,617	\$631,901
8045 Education Revenue Augmentation (ERAF)	\$2,718,002	\$2,738,436
8047 Community Redevelopment Funds	\$1,694,476	\$1,682,225
8091 Current Year LCFF Transfer	(\$500,000)	(\$500,000)
TOTAL: LOCAL CONTROL FUNDING FORMULA SOURCES	\$53,446,842	\$56,127,590
<u>8110-8290 FEDERAL REVENUES</u>		
8181 Special Education Entitlement PL94-142	\$1,146,705	\$1,190,970
8182 Federal Preschool Grant PL94-157	\$26,078	\$37,589
8290 Other Federal Revenue	\$4,007,108	\$2,138,734
TOTAL: Federal Revenues	\$5,179,891	\$3,367,293
<u>8311-8590 OTHER STATE REVENUES</u>		
8550 Mandated Costs	\$197,571	\$195,789
8560 Lottery	\$1,519,459	\$1,192,956
8590 STRS on Behalf Contribution	\$3,237,570	\$3,392,081
8590 All Other State Revenue	\$4,338,703	\$2,138,923
TOTAL: Other State Revenues	\$9,293,303	\$6,919,749
<u>8615-8799 OTHER LOCAL REVENUES</u>		
8625 Community Redevelopment Fund	\$238,519	\$237,953
8650 Leases/Rentals	\$320,930	\$330,496
8660 Interest	\$219,785	\$146,706
8662 Net Change in Value of Investments	\$37,765	\$0
8677 Interagency Revenues Fees	\$25,685	\$23,246
8699 Other Local Income	\$1,304,286	\$1,067,674
8791 Special Education	\$3,861,620	\$4,050,953
TOTAL: Other Local Revenues	\$6,008,590	\$5,857,028
REVENUE TOTAL	\$73,928,626	\$72,271,660
<u>INTERFUND TRANSFERS</u>		
8912-8919 Other Authorized Interfund Transfers In	\$250,000	\$250,000
TOTAL: Revenue and Transfers In	\$74,178,626	\$72,521,660
BEGINNING BALANCE	\$21,318,842	\$23,883,562
TOTAL RESOURCES AVAILABLE	\$95,497,468	\$96,405,222

**FOUNTAIN VALLEY SCHOOL DISTRICT
2020-21 UNAUDITED ACTUALS & 2021-22 ADOPTED BUDGET
GENERAL FUND**

EXPENDITURES	Actuals 2020-21	Budget 2021-22
<u>1000 Certificated Salaries*</u>		
1100 Teachers	\$26,621,551	\$29,615,038
1200 Pupil Support	\$1,375,873	\$1,452,867
1300 Supervisors & Administrators	\$3,306,961	\$3,145,687
Subtotal	<u>\$31,304,385</u>	<u>\$34,213,592</u>
<u>2000 Classified Salaries*</u>		
2100 Instructional Aides	\$2,699,480	\$3,032,846
2200 Classified Support	\$3,922,667	\$3,627,186
2300 Classified Supervisors' and Administrators	\$809,467	\$904,553
2400 Clerical, Technical and Office	\$2,648,066	\$2,608,208
2900 Other Classified Salaries	\$441,123	\$427,724
Subtotal	<u>\$10,520,802</u>	<u>\$10,600,517</u>
<u>3000 Employee Benefits*</u>		
3100 State Teachers' Retirement System (STRS)	\$8,283,140	\$9,227,951
3200 Public Employees' Retirement System (PERS)	\$1,779,876	\$2,177,948
3300 OASDI/Medicare	\$1,161,805	\$1,264,575
3400 Health & Welfare	\$4,145,877	\$4,447,091
3500 State Unemployment Insurance	\$23,931	\$552,290
3600 Workers' Compensation Insurance	\$949,321	\$982,349
3700 Retiree Benefits	\$241,042	\$248,917
3900 Other Fringe Benefits	\$7,022	\$25,018
Subtotal	<u>\$16,592,013</u>	<u>\$18,926,139</u>
<u>4000 Books & Supplies</u>		
4100 Textbooks	\$849,799	\$1,806,000
4200 Other Books	\$22,386	\$58,253
4300 Instructional Material & Supplies	\$2,449,418	\$2,920,675
4400 Noncapitalization Equipment	\$867,787	\$628,938
4700 Food	\$14,126	\$0
Subtotal	<u>\$4,203,516</u>	<u>\$5,413,866</u>
<u>5000 Services & Other Operating Expenses</u>		
5100 Subagreements for Services	\$113,595	\$206,564
5200 Travel/Conference	\$33,061	\$49,374
5300 Dues/Memberships	\$24,648	\$26,659
5400 Insurance	\$478,608	\$480,752
5500 Utilities/Housekeeping	\$733,538	\$796,087
5600 Rentals/Leases/Repairs	\$710,965	\$663,037
5700 Direct Costs for Interfund Services	(\$792)	(\$850)
5800 Other Services & Operating Expenses	\$2,149,449	\$2,901,602
5900 Communications	\$412,192	\$340,566
Subtotal	<u>\$4,655,264</u>	<u>\$5,463,791</u>
<u>6000 Capital Outlay</u>		
6100 Sites & Improvements of Sites	\$0	\$66,000
6200 Buildings & Improvements of Buildings	\$1,947,036	\$382,945
6400 Equipment	\$46,818	\$193,137
Subtotal	<u>\$1,993,854</u>	<u>\$642,082</u>
SUBTOTAL: Expenditures	\$69,269,833	\$75,259,987
<u>7000 Other Outgo</u>		
7600-7629 Transfers Out	\$1,634,327	\$182,770
7141 Tuition, Excess Costs & or Deficit Payments	\$359,886	\$534,500
7142 Payments to County Office	\$372,658	\$292,100
7350 Interfund Transfers of Support Costs	(\$22,799)	\$0
Subtotal	<u>\$2,344,073</u>	<u>\$1,009,370</u>
TOTAL EXPENDITURES AND OTHER OUTGO	\$71,613,906	\$76,269,357
ENDING BALANCE	\$23,883,562	\$20,135,865



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Assistant Superintendent, Educational Services
SUBJECT: **EDUCATIONAL SERVICES APPROVED INDEPENDENT CONTRACTOR LIST**
DATE: August 30, 2021

Background:

Historically, independent contractors are submitted to the Board of Trustees each month for approval. Typically, these independent contractors are being used each year by one or more schools or the District Office. Therefore, the Educational Services division is requesting the approval of a compiled list of the frequently used independent contractors to be annually reviewed and approved by the Board of Trustees. This is a similar process FVSD uses regarding field trip approvals.

The attached independent contractor list includes independent contractors approved by the Board of Trustees within the last three years, with cost information updated for the 2021/2022 school year. All independent contractors on the list provide highly valued professional development to support the Fountain Valley School District standards-based core academic program. Independent contractors not on the approved list will be submitted to the Board of Trustees for approval and then added to the list for reauthorization in subsequent years.

Fiscal Impact:

Fees for independent contractor services will be funded from either Educational Services or school site budgets, as appropriate. Specific budget information will be reflected in the issued purchase order, and all contracts will be reviewed by administrative staff and signed accordingly.

Recommendation:

It is recommended that the Board of Trustees approves the attached Independent Contractor list for the 2021/2022 school year.

Educational Services Independent Contractor List ~ 2021-2022

Vendor Name	Description of Services	Vendor #	Website	Cost
Acorn & Oak Behavioral & Educational Services	Mental Health	V2006484	https://www.acornandoakbaes.com/	
ASQ/Brookes Publishing	Online database for preschool students' developmental survey	V2005832	https://brookespublishing.com/	Contracted
CHOC/OC Screening Registry	FREE Screening for Preschool students	V2005056	https://ocscreeningregistry.datasilosolutions.com/	0
Chris Becerra Consulting Services	Early Childhood Education Trainer	V2006563	https://www.chrisbecerraconsulting.com/	
Erin Donelson	Literacy Consultant	V2006248		
Evan Grandon	Literacy Trainer & Coach	V2005804		
EZ Care/ProCare	Accounting database for ESP/Preschool Programs	V2002503		Contracted
First 5 OC	SRI Nurse contract/PS Lead Instructor contract	V2006211	https://first5oc.org/	
Healthy Smiles	FREE Dental screening for Preschool students		https://healthysmilesoc.org/	0
Joan Case	CGI Math Trainer	V2006319		
Jonathan Torres	DJ	V2005643	info@DJJohnnyTorres.com	\$300/event
Kristi Mraz	Elementary Reading	V2006355	https://www.kristimraz.com/	
Lauren Limbach	Cheer Coach	V2005951		\$32/hr
Learning Genie	DRDP database for preschool students	V2006315	https://www.learning-genie.com/	Contracted
Lisa Wright	Depth & Complexity Trainer	V2006223	https://www.ezcaresoftware.com/	Up to \$250/hour Up to \$1,500/full day
Momentum in Teaching	Elementary Reading	V2005634	http://momentuminteaching.com	Up to \$850/half day Up to \$1,700 /full day
OCDE/NGSS	Middle School Science (NGSS) & Middle School History/Social Science	V2001129	http://www.ocde.us	Up to \$600/day
OCDE/QRIS	Rating system for preschool programs/grants extended by rating scale	V2001129		0
UCI/Eye Mobile	FREE vision screening for Preschool students		https://www.eye.uci.edu/eyemobile/	0
Vu Hong (Code Ninja)	Robotics & Computer Programing	V2005698	codeninjas.com/ca-garden-grove	
Whitney Takacs	Mental Health	V2006485		



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Director, Educational Services
SUBJECT: **STRONG WORKFORCE PROGRAM K-12 PATHWAY
IMPROVEMENT GRANT TO SUPPORT THE EXPANSION OF
COLLEGE AND CAREER READINESS PROGRAMS**
DATE: August 30, 2021

Background:

The Strong Workforce Program (SWP) K-12 Pathway Improvement Grant is an ongoing statewide funding opportunity designed to support K-12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study and pathways for students transitioning from secondary education to postsecondary education to living-wage employment. The Orange County Department of Education has secured funding for the 2020-21 school year and is seeking continued participation in the program from Orange County school districts.

FVSD originally entered into the grant program receiving \$40,000 during the 2019-20 school year (Year 1), followed by an additional \$30,000 during the 2020-21 school year (Year 2). By moving forward and continuing to participate in the SWP K-12 Pathway Improvement Grant, FVSD would receive an additional \$18,000 through the Orange County Department of Education. This funding would continue to support programming designed to demonstrate progress in any of the eight measurable outcome areas highlighted in Exhibit A of the service agreement, including:

- **Year 1 Funding (2019-20)** – Maximizing K-14 Alignment and Partnerships to Expand High-Quality CTE for Orange County Students
- **Year 2 Funding (2020-21)** – Orange County Educators Enhancing Student Engagement to Develop Essential Skills for Workforce Readiness
- **Year 3 Funding (2021-22)** – Building Sustainable Career Education Infrastructure from Elementary through High School to Community College

FVSD plans to continue to use SWP K-12 Pathway Improvement Grant to continue to expand robotics programming, support ongoing STEM-related professional development for teachers, and build connections with Huntington Beach Union High School District and Golden West Community College. Support teacher collaboration with STEM teachers in Huntington Beach Union High School District

Fiscal Impact:

Under the terms of the service agreement with the Orange County Department of Education, Fountain Valley School District. FVSD would receive \$18,000 for the 2021-22 school year, completing the three years of funding associated with the SWP K-12 Pathway Improvement Grant.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with the Orange County Department of Education to participate in the Strong Workforce Program K-12 Pathway Improvement Grant.

FOUNTAIN VALLEY SCHOOL DISTRICT
STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 3)
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2021, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 3) by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development to subcontract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong Workforce Program (SWP) K12 Pathway Improvement grant; and

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

WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Los Angeles and Orange Counties; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services

1 required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according
2 to the terms and conditions hereinafter set forth.

3 NOW, THEREFORE, the Parties agree as follows:

4 **1.0 TERM.** The term of this AGREEMENT shall commence on January 1, 2021 and terminate on
5 June 30, 2023, subject to earlier termination as set forth in this AGREEMENT, provided, however,
6 DISTRICT shall be obligated to perform such duties as would normally extend beyond this term
7 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
8 accounting.

9 **2.0 SCOPE OF WORK.**

10 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the
11 following described work and DISTRICT hereby agrees to perform said work upon the terms and
12 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein
13 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all
14 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,
15 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

16 **3.0 TOTAL COMPENSATION.**

17 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this
18 AGREEMENT for the period of January 1, 2021 through June 30, 2023 is Eighteen thousand dollars
19 (\$18,000.00). Payment shall be based on seventy percent (70%) in advance and a progress payment
20 of thirty percent (30%). Payment shall not exceed the amount listed above.

21 B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway
22 Improvement grant requirements and is solely responsible for the appropriate expenditure of all
23 Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any
24 misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control
25

1 and accounting procedures as may be necessary to assure proper accounting for all funds under this
2 AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a
3 voluntary basis, and shall not be compensated unless and until funding is authorized. Any work
4 performed prior to approval of the State of California will be rendered on a voluntary basis and shall
5 not be compensated unless and until funding is authorized.

6 **4.0 BUDGET ALLOCATION.**

7 A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be
8 expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT
9 under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12
10 Pathway Improvement grant shall be used to supplant state or local general fund money of any
11 purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated
12 for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and
13 incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed
14 Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process,
15 DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate
16 expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget,
17 DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where
18 an adjustment of funds in a line item are different from the originally approved budget by more than
19 ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the
20 Agreement will not be materially affected.

21
22 B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised
23 Scope of Work that describes the requested changes and their impact to the budget and outcomes
24 must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those
25 that would represent a significant deviation from the approved scope of work and would lead to

different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

5.0 PAYMENT AND INVOICING.

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance payment of seventy (70%) and a progress payment of thirty percent (30%), based on the maximum payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway Improvement grant Budget Form and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Diane Campbell
Email: dianecampbell@ocde.us
Telephone: (714) 966-3532

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway

1 Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to
2 this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on
3 requirements set forth by RSCCD to SUPERINTENDENT.

4 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be
5 supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving
6 records, and records of services provided.

7 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT
8 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by
9 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days
10 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall
11 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been
12 made.

13 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with
14 any provision set forth in this AGREEMENT.

15 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration
16 and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

17 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
18 availability of funds furnished by RSCCD. It is mutually agreed that if the current fiscal year covered
19 under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall
20 be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have
21 no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this
22 AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If
23 funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT
24 shall have the option to either terminate this AGREEMENT with no liability occurring to the
25

1 SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount.
2 SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed
3 served on the date of mailing.

4 **6.0 REPORTS.**

5 DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT
6 and/or RCSSD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be
7 submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and
8 allow DISTRICT thirty (30) calendar days to respond.

9 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

10 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage
11 records appropriate to the services provided and in accordance with this AGREEMENT and all
12 applicable requirements.

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

15 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the
16 completion of the activities for which the funds are used and until audit findings are resolved, or due
17 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

18 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within
19 forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all
20 information that is requested and provided by DISTRICT.

21 **8.0 INDEPENDENT CONTRACTOR.**

22 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall
23 be wholly responsible for the manner in which it performs the services required of it by the terms of
24 this AGREEMENT.
25

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

3 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
4 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
5 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
6 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
7 he/she and all his/her employees shall not be considered officers, employees or agents of
8 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
9 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
10 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
11 full responsibility for payment of all federal, state and local taxes or contributions, including
12 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

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

16 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
17 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
18 to be SUPERINTENDENT's employees.

19 **9.0 INDEMNIFICATION.**

20 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its
21 Governing Board, and their officers, agents, and employees from liability and claims of liability for
22 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any
23 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of
24 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during
25

1 the period of this AGREEMENT.

2 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the
3 Orange County Board of Education and its officers, agents, and employees, from liability and claims of
4 liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
5 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
6 omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

7 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its
8 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
9 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
10 or supplying work services, materials, or supplies in connection with the performance of this
11 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
12 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

13 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
14 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
15 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
16 materials covered by copyright.

17 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all
18 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or
19 video recordings, in accordance with all applicable state and federal codes and regulations relating to
20 privacy and confidentiality as they now exist or may hereafter be amended or changed. The
21 confidentiality requirements under this paragraph shall survive the termination or expiration of this
22 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

23 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with
24 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore
25

1 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity
2 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably
3 results in any relative benefit to any organization or professional practice with which he/she is
4 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance
5 of duties and obligations required by this AGREEMENT, when compared to the result such act has on
6 any other organization or professional practice.

7 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all
8 federal and state statutes and regulations regarding the employment of aliens and others and to
9 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
10 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall
11 obtain, from all employees, subcontractors and consultants performing work hereunder, all
12 verification and other documentation of employment eligibility status required by federal or state
13 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
14 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall
15 retain all such documentation for all covered employees, subcontractors and consultants for the
16 period prescribed by the law.

17 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either
18 in whole or in part, without the prior written consent of SUPERINTENDENT.

19 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State
20 of California or any other appropriate state or federal oversight agency, or their authorized
21 representatives, shall have the right to review and copy any books, documents, and records, and
22 supporting documents including but not limited to, financial statements, general ledgers, relevant
23 accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of
24 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination
25

1 during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise
2 evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are
3 provided.

4 **16.0 ENTIRE AGREEMENT.**

5 A. This Agreement will be implemented in accordance with the conditions defined in the
6 Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant
7 Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section
8 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce
9 Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations,
10 or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions,
11 terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement
12 through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all
13 applicable federal, state and local laws and regulations.

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

16 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
17 nor permit any employee or agent to engage in discrimination in employment of person or provision
18 of services or assistance, nor exclude any person from participation in, nor deny any person the
19 benefits of, not subject any person to discrimination under any program or activity funded in whole or
20 in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the
21 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
22 status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with
23 Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

24 **18.0 TERMINATION.**

1 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
2 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
3 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

4 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
5 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT
6 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default
7 advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from
8 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the
9 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of
10 services as of the date the notice of default is received or deemed received, whichever is earlier. In
11 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and
12 prosecute the same to completion by contract or otherwise. Also, in the event of termination for
13 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required
14 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that
15 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly
16 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or
17 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

18 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
19 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
20 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
21 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
22 termination of this AGREEMENT.

23 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
24 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
25

1 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
2 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
3 to the services performed under this AGREEMENT.

4 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
5 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
6 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
7 again constituting a violation of such term or condition.

8 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
9 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
10 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
11 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
12 may elect any of the following, if applicable:

13 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure
14 the default, or to commence to cure the breach and diligently pursue to completion the cure of the
15 breach within thirty (30) days of date notice is mailed; and/or

16 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which
17 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

18 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those
19 monies disallowed pursuant to the above offset authority; and/or

20 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate
21 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
22 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the
23 services required by this AGREEMENT.
24
25

1 **23.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or
2 required by this AGREEMENT shall be addressed as follows:

3 SUPERINTENDENT: Orange County Superintendent of Schools
4 200 Kalmus Drive
5 P.O. Box 9050
6 Costa Mesa, California 92628-9050
7 Attn: Patricia McCaughey

8 DISTRICT: Fountain Valley School District
9 10055 Slater Avenue
10 Fountain Valley, California 92708
11 Attn: _____

12 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to
13 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or
14 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,
15 ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will
16 nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any
17 way.

18 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and
19 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT
20 with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT
21 between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT,
22 whether written or verbal, shall be valid unless made in writing and formally executed and approved
23 by SUPERINTENDENT and DISTRICT.

24 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are
25 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
appropriate legal and equitable remedies against the breaching party.

1 **27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the
2 laws of the State of California with venue in Orange County, California.

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

5 DISTRICT: FOUNTAIN VALLEY SCHOOL
6 DISTRICT

7 BY: _____
8 Authorized Signature

9 PRINTED NAME: _____

10 TITLE: _____

11 DATE: _____

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY:  _____
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Administrator

DATE: June 7, 2021

12 Fountain Valley SD(51730)-Strong Workforce Program (SWP)K12 Pathway Improvement Grant(Round 3) 2021-2023
13 Zip5

EXHIBIT "A"



K12 SWP Initiative Opt-In (Round 3: 2020-2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
1	Maximizing K-14 Alignment and Partnerships to Expand High-Quality CTE for Orange County Students	<p>Leverage our regional partnerships to cultivate and fund K-14 partnerships to expand online and in-person:</p> <ul style="list-style-type: none"> • early college credit • integrated pathway teams • rigorous CTE curriculum • workforce needs through advisories • college & career readiness <p>These will be accomplished through real-world application as essential elements of high quality, collaborative, and comprehensive Career Technical Education programs in Orange County.</p>	<input type="checkbox"/>
2	Orange County Educators Enhancing Student Engagement to Develop Essentials Skills for Workforce Readiness	<p>Continue to build opportunities for students beyond Career Technical Student Organizations (CTSOs) in OC through:</p> <ul style="list-style-type: none"> • Student Leadership Conferences/Workshops • Virtual professional engagement • Gig-Economy opportunities <p>Provide industry certification opportunities (virtually and in-person) to students both regionally and locally and further embed these opportunities in:</p> <ul style="list-style-type: none"> • courses • career pathway sequences • programs of study • workshops 	<input type="checkbox"/>

District Name:	
Superintendent's Name:	
Superintendent's Signature:	



K12 SWP K6/K8 and ROP Initiative Opt-In (Round 3: 2020 - 2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
3	Building Sustainable Career Education Infrastructure from Elementary through High School to Community College	<p>Provide enhanced learning opportunities via distance learning for educators in career awareness programs at the K6/K8 level:</p> <ul style="list-style-type: none"> to grow their proficiency and build upon aligning students for secondary CTE. K6/K8 students will continue to complete project-based modules and develop plans leading to secondary CTE pathways. <p>Align the established practices set by four Orange County ROP's both in-person and online to:</p> <ul style="list-style-type: none"> implement and work from a consistent work-based learning continuum for all students in OC. clarify technical and employability skills identified by OC business/industry partners. 	<input type="checkbox"/>

District Name:	
Superintendent's Name:	
Superintendent's Signature:	

EXHIBIT “B”

Exhibit B



**SWP K12 Strong Workforce
ROUND 3
PROPOSED BUDGET**

Grant Term: January 1, 2021 - June 30, 2023

Agency Name	Budget Date

	Year 1 1/1/20-12/31/21 Proposed Budget	Year 2 1/1/22-12/31/22 Proposed Budget	Year 3 1/1/23-6/30/23 Proposed Budget	TOTAL
CATEGORY				
1000 Certificated Salaries	-	-	-	0.00
2000 Classified Salaries	-	-	-	0.00
3000 Benefits	-	-	-	0.00
4000 Books & Supplies	-	-	-	0.00
5000 Services and Other Operating Expenditures	-	-	-	0.00
7000 Indirect Costs	-	-	-	0.00
Total Budget	-	-	-	0.00

Coordinator Name and Title	Email	Phone Number	Coordinator Signature
			X

Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature
			X

EXHIBIT “C”

EXHIBIT C

**Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
Improvement grant**

PLACEHOLDER



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
SUBJECT: **APPROVE THE USE OF SAN DIEGO UNIFIED SCHOOL DISTRICT PIGGYBACK BID NO GD19-0545-03 CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ART AND MATH (STEAM) SUPPLIES FOR THE PURCHASE OF SCIENCE ROOM FURNITURE**
DATE: August 30, 2021

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652, when it is determined to be in the best interest of the district.

The San Diego Unified School District went out to bid in October of 2018 and signed the agreement with School Outfitters LLC on January 9, 2019 for classroom science supplies, including furniture.

Fiscal Impact:

The use of the San Diego Unified School District piggyback allows the District to purchase furniture for the new middle school science rooms at a more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees approves the use of the San Diego Unified School District’s Piggyback Bid No. GD19-0545-03 Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies for the purchase of science classroom furniture.



**SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS DEPARTMENT
2351 CARDINAL LANE, BUILDING M
SAN DIEGO, CA 92123**

NO. GD19-0545-03

**Classroom Science, Technology, Engineering, Art
and Math (STEAM) Supplies**

ADVERTISEMENT DATES:

OCTOBER 18, 2018

OCTOBER 25, 2018

**DOCUMENT LIST
FOR
CLASSROOM STEAM SUPPLIES**

Bid Documents

Notice to Bidders

Instructions to Bidders I 1-7

Contract Documents

Bid Proposal E 1-3

Non-Collusion Declaration E 4

Drug-Free Workplace Certification E 5

Prompt Payment Form E 6

References E 7

Sample Agreement E 8-18

General Conditions GC 1-5

Special Conditions SC 1-6

Specifications S 1-2

Exhibit A-Quotation Sheet Q 1-2

Attachment 1 – Class I Chemical List of Prohibited Items EA 1

Attachment 2 – Class II Chemical List of Restricted Usage Items EB 1

Attachment 3 – Class III Chemical List of Approved Items EC 1-2

NOTICE TO BIDDERS

DISTRICT: SAN DIEGO UNIFIED SCHOOL DISTRICT

DESCRIPTION: CLASSROOM SCIENCE, TECHNOLOGY,
ENGINEERING, ARTS and MATH (STEAM) SUPPLIES

**DATE/TIME DEADLINE FOR
SUBMITTAL OF BID PROPOSAL:** 2:00 PM (PST) NOVEMBER 09, 2018

**PLACE FOR SUBMITTAL OF
BID PROPOSALS:** SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M (WEST DOOR)
SAN DIEGO, CALIFORNIA 92123
ATTN: SHERYL HAUSER
GD19-0545-03

**BID AND CONTRACT
DOCUMENTS AVAILABLE AT:** VENDORS INTERESTED IN OBTAINING A BID
PACKAGE MAY GO TO
WWW.DEMANDSTAR.COM.

ADDRESS: SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M
SAN DIEGO, CALIFORNIA 92123
ATTN: SHERYL HAUSER
GD19-0545-03

NOTICE IS HEREBY GIVEN that the above-named California Public School District, acting by and through its Board of Education, hereinafter “the District” will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the procurement of classroom supplies generally described as

BID NO. GD19-0545-03
CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ARTS and MATH (STEAM) SUPPLIES

No Bid Proposals shall receive consideration by the San Diego Unified School District unless made in accordance with the following instructions:

1. SUBMITTAL OF BID PROPOSALS

All Bid Proposals shall be submitted on forms provided by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract terms and conditions, specifications and plans (if any), incorporated herein. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. MAILING OF BID DOCUMENTS

If the Bidder should elect to use U.S. Mail or other delivery service for the delivery of his bid document, the Bidder takes full responsibility for the delivery of that document to the proper address indicated in the Notice to Bidders and before the bid opening date and time. It is incumbent on the Bidder to call the Strategic Sourcing and Contracts Department at (858) 522-5851 no later than one (1) hour prior to bid opening time to verify that his bid is received.

The Bidder must clearly identify, boldly and legibly on the outside mailing envelope, that the document enclosed is a "BID DOCUMENT: GD19-0545-03." This includes any special overnight delivery envelopes used by airmail carriers such as FedEx, Emery, etc. Failure of the Bidder to clearly identify his bid in this manner will result in rejection of his bid if it is not opened publicly at the bid opening date and time, regardless if the document was delivered to the District on time.

3. QUOTATIONS

All noted percentages off discounts must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic, telephone, or facsimile quotations or modifications will be accepted. Bidder must only insert a percentage discount on the Quotation Sheet(s).

Lot One (1)

Bidder shall identify the highest percentage (%) off discount catalog for each stated catalog category. More than one percentage discount inserted on the Bid Item Number shall result in the rejection of the bid. Lot One (1) may be awarded to more than one Bidder.

Lot Two (2)

Bidder shall identify the highest percentage (%) off brand/manufacturer. Each Bid Line Item will be considered separately and not in combination with other Bid Line Items unless otherwise specified in the Quotation Sheet(s) by the District. Lot Two (2) will be awarded by Bid Line Item number to the vendor bidding the highest percentage (%) off brand/manufacture.

4. REQUESTS FOR INFORMATION

Any questions relative to this Bid shall be in writing directed to Sheryl Hauser, Senior Buyer, no later than 3:00 p.m. (PST) on Thursday, November 01, 2018, at the E-mail address specified:

E-mail: shauser2@sandi.net

5. DOCUMENTS ACCOMPANYING BID PROPOSAL

Bidder shall be required to submit with their bid the following: **NOTE: Failure to provide the required submittals may deem your bid non-responsive.**

A. Catalogs

The Bidder must submit a current published catalog(s) with the year and the identifying catalog number with their bid.

B. Bid Proposal [E 1-3]

Bid Proposals must be made on the Quotation Sheet(s) included in this Invitation to Bid along with the Bid Proposal form. All items on the form must be completed. Numbers shall be stated in figures and the signatures of all individuals must be in long hand. The completed form shall be without interlineations, alterations, or erasures.

C. Quotation Pages [Q 1-2]

D. Sample Agreement [E 8-18]

In addition to the Bid Proposal form, all Bidders must initial page E 14, section 11, Electronic Signatures, of the Sample Agreement included in this Invitation to Bid, and must return all pages of the Sample Agreement, to the District, together with the Bid Proposal form and completed Quotation Sheet(s).

E. Non-Collusion Declaration [E 4]

F. Drug Free Workplace Certificate [E 5]

G. Prompt Payment Discount [E 6]

H. Reference [E 7]

The Bidder must provide a minimum of three (3) school districts or large organizations for which Bidder has successfully performed under similar specifications specified herein. The District may not be used as a reference. The Bidder shall complete the Reference form included in this Invitation to Bid and submit with their completed bid.

6. IDENTIFICATION OF BIDDER

Each bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.

7. WITHDRAWAL OF BID PROPOSALS

Bid Proposals may not be withdrawn by any Bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals. A successful Bidder shall not be relieved of the bid submitted without the District's consent or Bidder's recourse to Public Contract Code §§5100 et seq.

8. REJECTION OF BIDS AND WAIVER OF IRREGULARITIES

The District reserves the right to reject any or all Bid Proposals, to contract for goods with whomever and in whatever manner the District decides, to abandon the Work entirely, and to waive any informality or non-substantive irregularity in any Bid Proposal or in the bidding as the interests of the District may require.

9. AWARD OF CONTRACT

Acceptance of a Bid Proposal occurs upon Award of Contract. Under Education Code §17604 the contract, if awarded, will be by action of the District's Board of Education to multiple responsible Bidders submitting a Bid Proposal to the highest percentage discount off catalog under Lot One (1) and to the highest vendor percentage discount off brand/manufacturer bid line items under Lot Two (2), and in accordance with the applicable provisions of the Instructions to Bidders and the Bid Proposal form.

10. AMENDMENTS

The terms and conditions contained in the Notice to Bidders, Bid Proposal form, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Sample Agreement and any other document that comprises this Invitation to Bid herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of this Invitation to Bid and shall constitute a part of the Contract Documents.

11. MODIFICATIONS TO BID/CONTRACT DOCUMENTS

Any modification, qualification, exception, or change made to the District's terms, instructions, conditions, specifications, or agreement shall be grounds for rejection of bid.

12. DELIVERY OF BONDS AND CERTIFICATES, ETC.

Unless otherwise specified herein, **the successful Bidder shall, within five (5) calendar days after notice by the District, sign and deliver "Certificate of Insurance", and other required documents.** In the event the Bidder to whom an award is made fails or refuses to deliver such documents, the District may award to the next responsible Bidder with the highest percentage discount off catalog under Lot One (1) and highest percentage discount of brand/manufacturer bid line items under Lot Two (2), or may reject all bids and call for new bids.

13. EVIDENCE OF RESPONSIBILITY

Upon request by the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid.

14. QUALIFIED BIDDERS

The District intends to solicit bids from vendors currently established in business, with the proper qualifications and experience to furnish the items called for in this Invitation for Bids. District, at its discretion, may ask for evidence in the form of dealer and/or training certifications, business license, or any other documentation the District feels will validate the Bidder's qualifications.

15. INSPECTION OF FACILITIES

The District reserves the right to inspect the facilities of the Bidder prior to award of the contract. If the District determines that after such inspection the Bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

16. PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid from a Bidder that cannot demonstrate the ability to provide the products and services required. Service is an award factor. A Bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Bidder, disqualifying the Bidder for contract award.

17. MATERIALS/PRODUCTS REQUIREMENTS

A binding agreement of this bid is that materials/products will be furnished as specified herein or be fully equal. Equal meaning the same or better in form, fit and function than that specified herein. Proof of equal shall be solely the burden and expense of the Bidder. Independent testing laboratory reports shall be provided if requested. The District reserves the right to determine the suitability of any offered equals and its decision shall be final.

18. SAMPLES

The District may require that Bidders provide samples of any Bid item offered. Samples must be furnished to the District, free of charge. Each sample provided must be clearly labeled with the Bidder's name, manufacturer's brand name and product number, and bid number. Upon request, Bidder shall provide sample within five (5) working days of notification by District. Samples shall be delivered to the San Diego Unified School District Strategic Sourcing & Contracts Department, 2351 Cardinal Lane, Bldg M, San Diego, CA 92123.

19. MATERIAL SAFETY DATA SHEETS

Upon District request, Bidder shall submit a Material Safety Data Sheet (MSDS) with each sample for any product deemed hazardous by the Occupational Safety and Health Administration (OSHA). Failure to submit an MSDS with any product deemed hazardous may result in the rejection of the bid. District will submit MSDS's to its Safety Office for approval. Approval of product(s) for which MSDS's are supplied is at the discretion of the District's Safety Office and its decision shall be final. Prior to bid opening date the District shall notify bidder(s) **only** when a MSDS is not approved by the Safety Office. Upon such notification Bidder has the opportunity to offer the item(s) specified in the bid when they submit their offer and any products offered other than those specified shall be considered non-responsive to this instruction.

20. CATALOGS

If required herein, Bidders shall submit a current catalog with their bid. Upon award, successful Bidders shall furnish the same catalog(s) to schools and departments throughout the San Diego Unified School District. District sites may be obtained on our website <https://www.sandiegounified.org>.

ALL CATALOGS MUST BE CLEARLY LABELED WITH CATALOG DISCOUNTS AND FREIGHT CHARGES.**21. CONTAINER COSTS AND DELIVERY**

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the Federal, County, State and City laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

22. PALLET CHARGES

The District will not pay separate pallet charges. All pallets delivered to the District will be retained by the District.

23. BID NEGOTIATIONS

A response to any specific item of this Bid with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item, or in the case of a lot award, non-responsive to the bid.

24. TAXES

The District will compute the State sales and use taxes. Federal excise taxes are not applicable to school districts.

25. DISCOUNTS [INCLUDE ONLY IF DISCOUNT PAGE IS USED IN BID]

Prompt payment discounts which the Bidder desires to provide the District must be stated clearly on the Bid Proposal form itself. Prompt payment discounts of less than ten (10) days will be considered Net 30. Prompt payment discounts, when given, will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than date of receipt of invoice, the billing date will coincide with delivery and acceptance date.

Prompt Payment Discounts offered will be applied at time of payment and shall not be considered in the award calculation.

26. METHOD OF PRICING

Bidder **must** offer one percentage discount per Catalog Category as specified on the Quotation Sheet(s) for each category. If an item is “no percentage discount” then the Bidder must write either a zero (0) % or NPD for “no percentage discount” in the line item space. A blank space will be considered a “No Bid” for that item if the award is on an item-by-item basis, or a “No Bid” for the entire offer if the award is on a lot award basis.

Items exempt from quoted discounts shall be listed on Quotation Sheet(s) as “discount does not apply to...” (e.g. discount does not apply to items shipped directly from manufacturer, discount does not apply to item numbers colored red in catalog, discount does not apply to furniture, shipping charges will be added to items beginning with ZS, etc).

Bidders shall not restrict quotations for any item to minimum order quantities or minimum order value. **Bids qualified as to minimum order quantities or minimum order value will be rejected.**

27. METHOD OF AWARD

Award of contract shall be based the highest percentage discount off catalog under Lot One (1) to multiple vendors and to the highest vendor percentage discount off brand/manufacturer bid line items under Lot Two (2).

28. BIDDERS INTERESTED IN MORE THAN ONE BID; NON-COLLUSION DECLARATION

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices of materials to a Bidder is not thereby disqualified from itself submitting a bid or quoting prices to other Bidders, or from submitting a Bid Proposal itself to the District. **The Non-Collusion Declaration form included in the bid documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the bid non-responsive.**

29. DRUG FREE WORKPLACE CERTIFICATE

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, **the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal.** The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful bidder to comply with the measures outlined therein may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

30. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Bidder is solely and exclusively responsible for employment of individuals for the work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

31. DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As part of bid responsiveness, District will verify the successful bidders' and his listed subcontractors' status prior to award of contract. Any successful Bidder found on the Federal debarment list will be rejected as non-responsive. Information on debarment is available at the following websites: www.sam.gov.

32. EQUAL BIDS

In accordance with Public Contract Code §20117, in the event that equal Bids are received, the successful Bidder shall be randomly selected through a drawing or awarded to the equal Bidders.

33. BID PROTEST PROCEDURE

Per Administrative Appeals to San Diego City Schools Procurement Actions, an administrative appeal procedure will be used to protest the decision regarding a bid's responsiveness. To initiate the appeal procedure the aggrieved party shall submit, in writing, a protest or appeal to the

Strategic Sourcing and Contracts Officer. The protest or appeal shall include the basis for the protest or appeal, and the relief sought must include all of the reasons why the Bidder believes it is responsive and/or responsible, including any supporting documentation.

Any protest must be submitted within five (5) business days after the date of mailing by the District of a letter to the Bidder advising it of the proposed recommendation that it be declared non-responsive or responsible, and the reasons for that recommendation.

Upon receipt of a protest or an appeal the Strategic Sourcing and Contracts Officer shall respond in writing to the protest or appeal within five (5) days or shall give notice to the protesting or appealing party within five (5) days that a hearing is required to present the facts concerning the protest or appeal. Such notice shall be in writing. A protest of a decision to award or of an award shall be submitted not later than the tenth (10) day at 4:30 p.m. after the date of mailing by the District of a letter to the vendor advising it of the final selection and recommendation to the Governing Board.

34. ONLINE ORDERING CAPABILITY

The District desires to give District sites the ability to access District pricing and place orders online using vendor websites. Vendors with online ordering capabilities may be asked to facilitate the implementation of their electronic ordering system and train District staff in its use at no cost to the District.

Has your company integrated a contract award received from another public sector agency with their PeopleSoft "Direct Connect" eProcurement module?

Yes _____ (Provide list) No _____

BIDDER'S RESPONSE TO THIS ITEM WILL NOT BE A FACTOR IN THE AWARD OF THIS BID.

BID PROPOSAL

TO: **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(E-mail Address)

(Name(s) of Bidder's Authorized Representative(s))

Bid Proposal

Bid Proposal Amount. Pursuant to and in compliance with the Notice to Bidders, the Instructions to Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Sample Agreement and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the goods necessary to perform the Contract described as:

GD19-0545-03 CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ART, and MATH (STEAM) SUPPLIES

in accordance with the Contract Documents as set forth above as follows:

Method of Determining Highest % Discount of Bidder: Multiple responsive, responsible Bidders with the highest vendor percentage discount off catalog category under Lot One (1) and to the highest vendor percentage discount off brand/manufacturer Bid Line Items under Lot Two (2).

Acknowledgment of Bid Addenda: In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ **No Addenda Issued**
(initial)

_____ **Addenda Nos.** _____ received, acknowledged and
(initial) incorporated into this Bid Proposal.

Rejection of Bid; Holding Open of Bid: It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instructions to Bidders.

Documents Accompanying Bid: The undersigned Bidder has submitted with this Bid Proposal the following:

- Bid Proposal form
- Sample Agreement
- Prompt Payment Discount
- Non-Collusion Declaration
- References
- Drug-Free Workplace Certification
- Quotation Sheet(s)

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice to Bidders, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

Requirements of Highest Percentage off Catalog Under Lot 1 and Manufacturer/Brand Line Item Lot 2 and Bidder Recommended for Award of Contract: It is understood and agreed that if written notice of the acceptance of this Bid Proposal demonstrated by Bid Tabulation thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of Bid Proposals, the undersigned will execute and deliver to the District all required documents in accordance with the Bid Proposal as detailed above and in the Instructions to Bidders. All of the foregoing shall be in conformity with applicable requirements set forth in Notice to Bidders, the Instructions to Bidders and in each of the foregoing Documents. Failure of the Bidder to strictly comply with the Contract may result in the District's rescission of the award of the Contract. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next highest percentage off catalog discount Bid Proposal, or to reject all Bid Proposals. The delivery of goods under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the Purchase Order issued pursuant to the Contract Documents.

Notices: All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Legal Status: The undersigned Bidder's legal status is _____
(i.e., corporation, sole proprietorship, partnership, LLP).

Federal Tax ID NO. _____

Confirmation of Figures: By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

Acknowledgment and Confirmation: The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to this Bid Proposal. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing the goods in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial resources to provide the goods for the amount bid herein within the contract term and in accordance with these Contract Documents.

By: _____ (Signature) _____ (Date)

_____ (Typed or Printed Name) _____ (Title)

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by

agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at

(City, County and State)

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

(Address) (Phone/Fax with area code)

(City/State/Zip) (Email Address)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Bidder's Legal Business Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Bidder's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder in connection with the supplying of goods under the Contract, the employee agrees to abide by the terms of the statement.
3. Bidder agrees to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the supplying of goods under the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Bidder understands that if the District determines that Bidder has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Bidder further understands that should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Bidder acknowledges the provisions of California Government Code §§8350, et seq. and hereby certify that Bidder will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at San Diego, California

By: _____ (Signature) _____ (Date)

(Typed or Printed Name) (Title)

PROMPT PAYMENT DISCOUNT

Bidders are advised that prompt payment discounts of 10 days or more are acceptable. Prompt payment discounts of less than 10 days are not acceptable and will be considered NET 30 days. Net payments are normally paid within 30 days.

Quotation Subject To Prompt Payment Discount of:

_____ % _____ Days

IMPORTANT NOTE:

Products you quote in this bid are to be based on FOB San Diego delivery locations. Only prices FOB San Diego will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to bid terms and conditions.

Prompt Payment Discounts offered will be applied at time of payment and shall not be considered in the award calculation.

NOTE:

Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank in the "Days" space will negate any offer. Any discount of less than 10 days will be considered as NET 30.

REFERENCES

Bidder to list three (3) references where Bidder has successfully furnished the same materials or goods for school districts or large organizations in Southern California area as specified herein. By providing such references, the Bidder authorizes the District to contact references and hereby authorizes such references to provide information to District, without liability to either the District or the reference source, which Bidder hereby waives as a condition of such information being furnished.

1. Company Name_____Contact Name _____

Address_____ Phone Number _____

_____ Fax Number _____

2. Company Name_____Contact Name _____

Address_____ Phone Number _____

_____ Fax Number _____

3. Company Name_____Contact Name _____

Address_____ Phone Number _____

_____ Fax Number _____

AGREEMENT

THIS AGREEMENT is entered by and between the **San Diego Unified School District** ("District"), a public school district formed and operating pursuant to the laws of the State of California and _____, a _____ whose primary place of business is located at _____, ("Vendor") (together sometimes referred to as the "Parties") as of _____, (the "Effective Date").

WITNESSETH, that the District and the Provider in consideration of the mutual covenants contained herein agree as follows:

1. **Goods Provided.** Vendor shall perform and provide all goods as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

NO. GD19-0545-03

Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies

2. **Contract Term.** The term of this Agreement shall commence upon Board of Education approval and continue through December 13, 2021 and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all goods under Purchase Orders issued are completed, accepted, and paid for by the District.
3. **Compensation.** District hereby agrees to pay Vendor a sum not to exceed _____ Dollars (\$_____) notwithstanding any contrary indications that may be contained in Vendor's Quotation Sheet(s), incorporated herein by reference. The District's payment of the Contract Price shall be in accordance with the Contract Documents. District shall pay Provider for goods received pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Vendor for goods received pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Vendor shall not bill District for duplicate orders.
4. **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

5. Insurance Requirements.

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

1.0 Workers' Compensation. Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2.0 Commercial General and Automobile Liability Insurance.

2.1 General requirements. Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering

comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

3.0 All Policies Requirements.

3.1 Acceptability of Insurers. All required coverages must be provided by insurers licensed to conduct business in the State of California and rated “A-, VII” or better by the current Best’s Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

3.2 Verification of Coverage. Certificates of Insurance shall be filed with the District’s Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor’s performing under the specifications of the contract, it shall not waive the Vendor’s obligation to provide them.

3.3 Notice of Reduction in or Cancellation of Coverage. Certificates of Insurance shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.” Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

3.4 Additional Insured; Primary Insurance. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured’s general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that

no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

3.5 Deductibles and Self-Insured Retentions. Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

3.6 Variation. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

4.0 Remedies. In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

5.0 Minimum Limits of Insurance:

1. General Liability (Products/Completed Operations):
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)
\$1,000,000 per accident

6. Indemnity and Responsibilities. To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information

which might be obtained by Vendor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

6.1 Selection of Defense Counsel. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

6.2 Payment of Judgment. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

6.3 Indemnification Limitations. The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

6.4 Liability for Employment Related Obligations. In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

6.5 Civil Code Exclusions. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

6.6 Tender of Defense and Indemnity. The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under

and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

6.6 Survival. The terms of this section 6 shall survive termination of this Agreement.

7. Governing Law. The laws of the State of California shall govern this Agreement.

8. Employee Fingerprint Verification; Barriers; Employee Surveillance

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

9. Vendor's Conduct on District Property

- 9.1. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- 9.2. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.

- 9.3. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- 9.4. Vendor shall check in with site administrator upon arrival at District site.
- 9.5. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- 9.6. Use of student restrooms *for any reason* is prohibited.
- 9.7. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service

- 10. Method of Payment and Invoicing.** Vendor will be paid upon receipt and acceptance of goods specified by Purchase order. For payment, invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT
Accounts Payable Department
4100 Normal Street Room 3141
San Diego, CA 92103-2682
and
invoices@sandi.net

Each invoice must reference Bidder's awarded Contract No. and assigned Purchase Order Number.

- 11. Electronic Signature.** Vendor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District. _____(Initials).

11.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1- 1633.17), Vendor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Vendor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Vendor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

11.2 Vendor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Vendor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

11.3 Vendor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Vendor is solely responsible

for protecting the electronic signature. If Vendor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Vendor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Vendor will then immediately cease all use of the electronic signature. Vendor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

12. Termination. The District shall have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Vendor shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Vendor shall maintain complete and accurate records to support Vendor's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
 - a. In no event shall Vendor be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
 - b. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
2. **For Default** — The District may by written notice to Vender, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
 - a. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
 - b. If Vendor fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
 - c. If Vendor: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Vendor shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

13. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

14. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other

documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders
Non-Collusion Declaration
References
Drug-Free Workplace Certificate
Special Conditions
Bid Addenda Nos. _____.

Bid Proposal
Sample Agreement
Prompt Payment Form
General Conditions
Specifications
Quotation Page(s)

15. Keeping and Status of Records.

15.1 Vendor's Books and Records. Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for goods or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor under this Agreement.

15.2 Inspection and Audit of Records. Any records or documents that Section 12.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

15.3 Records Submitted in Response to an Invitation to Bid or Request for Proposals. If this Agreement was procured through a Request for Proposals (RFP) or Invitation to Bid (ITB) issued by the District, all documents submitted in response to the RFP or ITB become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Vendor and plainly marked as "Business Secret" or "Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Vendor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Vendor agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Vendor agrees that this indemnification survives

as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

16. **District Representative.** This Agreement shall be administered by

(Contracting Officer's Technical Representative). All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).

17. **Integration.** This Agreement, including exhibits, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, bids or agreements, either written or oral.

18. **Exhibits.** This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:

Exhibit A: Quotation Sheet(s)

Exhibit B: Vendor's Certificates of Insurance

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19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

20. Notices. Written contract notices shall be addressed as follows:

To District:

Andrea R. O'Hara, M.A.
Strategic Sourcing and Contracts Officer
2351 Cardinal Lane, Building M
San Diego, CA. 92123
(858) 522-5808 - Phone
dgiolzetti@sandi.net

To Vendor:

(Contact Name)
(Vendor Name)
(Address)
(Address)
(Phone)
(E-mail)

21. Entire Agreement. This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

22. Authority to Execute. The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

<i>Provider's Name)</i>	San Diego Unified School District
By: _____	By: _____
(name of person signing) (title of person signing) (Address of Person signing)	Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: _____ E-mail: _____ San Diego Unified School District
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: _____	Date: _____
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

1. RESPONSIBILITY FOR SUPPLIES AND MATERIALS

The Vendor shall be responsible for all items delivered to District's designated delivery point, regardless of the point of inspection upon delivery and notification of acceptance by the District of said items, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results, from the negligence of District officers, agents, or employees acting within the scope of their employment. The Vendor shall bear all risks as to rejected supplies or items after notification of such rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of employment.

2. SAFETY REQUIREMENTS

The District reserves the right to reject any materials, supplies, and equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representative shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Specifically, all weld areas shall be smooth; exposed pipe or tube ends shall be capped or plugged in such a manner that it leaves only a smooth, protected end; all chains or railings shall be finished smooth and free of any burrs or sharp edges. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners. Any equipment rejected as unsafe shall either be corrected by or returned to the Vendor at no expense to the District. All materials and equipment must comply with OSHA and CALOSHA requirements.

3. EXCUSE FOR NONPERFORMANCE--FORCE MAJEURE CLAUSE

The Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

4. ASSIGNMENT

The Vendor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

5. DELAY DUE TO UNFORESEEN OBSTACLES

All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Vendor, or any agent or person employed by said Vendor, shall be sustained by the Vendor. The Vendor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

6. TERMINATION

- A. The District shall have the right to terminate the contract and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:
1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate the contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Seller shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Seller shall maintain complete and accurate records to support Seller's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
 - a. In no event shall Seller be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
 - b. Seller shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
 2. **For Default** — The District may by written notice to Seller, without prejudice to any other rights or remedies provided under the contract, by law or in equity, terminate the contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
 - a. If Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
 - b. If Seller fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
 - c. If Seller: 1) fails to perform any of the other terms of the contract; or 2) fails to make progress as to endanger the performance of the contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates the contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

7. INDEMNITY AND RESPONSIBILITIES

To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by Vendor during performance of this

Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

7.1 Selection of Defense Counsel. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

7.2 Payment of Judgment. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

7.3 Indemnification Limitations. The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

7.4 Liability for Employment Related Obligations. In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

7.5 Civil Code Exclusions. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

7.6 Tender of Defense and Indemnity. The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

8. DAMAGE TO DISTRICT PROPERTY

Any damage caused by the Vendor to District property shall be repaired to its original condition at Vendor's expense.

9. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

10. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

11. DIVERSITY PROGRAMS

It is the policy of the State of California to afford all persons in public schools regardless of their age, disability, gender, gender identity, gender expressions, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in §422.55 of the Penal Code, equal rights and opportunities in the educational institutions of the state (Education Code §200).

12. PACKING LISTS

All shipments must be accompanied by a packing list. Packing lists of orders placed using a District issued Purchase Order must indicate the assigned Purchase Order number.

13. DELIVERY COMPLETION

Orders will be considered complete at time of delivery. All items/products must be shipped exactly as ordered. The Vendor must apply continual diligence, monitoring and resources to ensure items/products ordered are delivered on the required delivery date and are in compliance with the contract terms, conditions, instructions, pricing and specifications. The invoice or delivery receipt form must be signed by the individual accepting delivery.

14. RETURN OF ITEMS

In the event that items delivered to the District need to be picked up by the Vendor for return or exchange (i.e. duplicate shipments, damaged goods, unacceptable product, incorrect product, etc.) the Vendor shall pick up such product within ten (10) business days after notification by the District. If the Vendor fails to pick up such product within the specified time, the product shall become the exclusive property of the District at no charge to the District and shall be subject to disposal and/or distribution by the District.

15. MISCELLANEOUS CHARGES

Vendor shall not add extra charges (i.e. packaging, handling charges, etc.) to their invoices.

16. SUBSTANTIAL QUANTITIES

The District reserves the right for the District's Strategic Sourcing and Contracts Department to separately bid substantial quantities of individual items when deemed to be in the best interest of the District.

17. WARRANTY

All items shall be warranted against defects in material and workmanship for a period of one (1) year from date of delivery to the District. Vendor shall bear all costs associated with pick up and/or return of items found defective. Vendor shall continue to provide warranty service after Agreement expiration or termination until all warranties have expired for all items ordered.

18. DISCONTINUED ITEMS – PART NUMBER CHANGES

In the event an item is discontinued by the manufacturer or there is a change to a product number by the manufacturer, Vendor shall immediately provide the District's representative written documentation from the manufacturer of such discontinuation or change. The District reserves the right to accept a replacement item from Vendor. The replacement item shall have prior District approval and shall be offered at no additional cost to the District. Suitability of offered replacement is at the sole discretion of the District.

19. GRATUITIES

District policy precludes employees from accepting any gifts or gratuities from vendors. Rebates or any other form of commission or discount must be issued to the San Diego Unified School District.

1. INSURANCE REQUIREMENTS.

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

1.0 Workers' Compensation. Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2.0 Commercial General and Automobile Liability Insurance.

2.1 General requirements. Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability

occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

3.0 All Policies Requirements.

3.1 Acceptability of Insurers. All required coverages must be provided by insurers licensed to conduct business in the State of California and rated “A-, VII” or better by the current Best’s Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

3.2 Verification of Coverage. Certificates of Insurance shall be filed with the District’s Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor’s performing under the specifications of the contract, it shall not waive the Vendor’s obligation to provide them.

3.3 Notice of Reduction in or Cancellation of Coverage. Certificates of Insurance shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.” Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

3.4 Additional Insured; Primary Insurance. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured’s general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its

officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

3.5 Deductibles and Self-Insured Retentions. Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

3.6 Variation. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

4.0 Remedies. In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

- * Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- * Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
- * Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

Minimum Limits of Insurance:

1. General Liability (Products/Completed Operations):
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)
\$1,000,000 per accident

3. EMPLOYEE FINGERPRINT VERIFICATION; BARRIERS; EMPLOYEE SURVEILLANCE

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual

has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

4. VENDOR'S CONDUCT ON DISTRICT PROPERTY

- A. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- B. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.
- C. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- D. Vendor shall check in with site administrator upon arrival at District site.
- E. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- F. Use of student restrooms *for any reason* is prohibited.
- G. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service to any District site.

5. METHOD OF ORDERING

Orders shall be placed on an as required basis during the term of the agreement. The actual amount of orders placed with Vendor may be based on District ordering requirements, Vendor's pricing, Vendor's discount, applied shipping charges, inventory and available stock, site preference to use a particular Vendor (for multiple awards), and Vendor's online ordering capability.

Individual items with a value of \$2,500.00 or greater **MUST BE ORDERED BY PURCHASE ORDER.**

A. Purchase Order

The District Strategic Sourcing and Contracts Department may place orders using a District issued Purchase Order. Purchase Orders shall be placed by facsimile.

B. Procurement Card

Various District sites may place orders using a procurement card. Orders may be placed by mail, telephone, facsimile, Email, or online. **Sites shall not use procurement cards to purchase individual items with a value of \$2,500.00 or greater.**

Partial shipments are allowed.

6. DELIVERY LOCATIONS

Items ordered by Purchase Order shall be delivered to the address listed below or to any other delivery location as specified on the Purchase Order:

San Diego Unified School District
Supply Center
2351 Cardinal Lane
San Diego, CA 92123-3799

The District will not be responsible for payment for deliveries made to unauthorized locations.

All Shipments shall reference the awarded Bidder's assigned Contract Number and the assigned Purchase Order Number. All containers shall be properly sealed and clearly marked and otherwise identified as to content upon delivery.

7. DELIVERY TIME

Items stocked by Vendor shall be delivered in ten (10) business days. Lead times shall be given for items not stocked at the time the order is placed.

Deliveries shall be between the hours of 7:30 a.m. and 2:30 p.m. The District reserves the right to amend delivery hours during the term of the agreement.

Failure to meet the delivery requirement shall be grounds for termination of ALL items awarded to Bidder against this bid.

8. INVOICES

Invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT
Accounts Payable Department
invoices@sandi.net
4100 Normal Street Room 3141
San Diego, CA 92103-2682

Each invoice must reference Bidder's awarded Contract No. and assigned purchase order number.

9. ESTIMATED QUANTITIES

The quantities listed on the Quotation Page(s) are estimated quantities only and may be ordered on a scheduled or as-needed basis, unless otherwise specified herein. The District shall not be obligated to purchase any particular quantity of goods or services, nor may the Vendor invoice for any unused quantities upon termination of the contract.

10. COOPERATIVE PURCHASING/OTHER AGENCIES

Other public school districts or public agencies in the State of California may wish to utilize any resultant contract and purchase identical items at the same prices pursuant to the same terms and conditions per §20118 and §20652 of the California Public Contract Code. Other public agencies in the state of California may purchase the products and goods under the contract pursuant to the same terms and conditions if it is deemed to be in their best interest. The successful Bidder is requested to make these items and prices available to these public agencies; however, the estimated quantities in this bid do not reflect or guarantee any quantities or usage by these agencies. If the successful Bidder elects to supply these agencies, it shall supply any or all items to them over and above the quantities estimated herein. If so, San Diego Unified School District requires that each school district or other public agency work directly with the successful Bidder. San Diego Unified School District assumes no responsibility for any contractual relationship established by another public agency. Under no circumstances shall San Diego Unified School District be considered a dealer, agent, sponsor, or any other representative of the Bidder and is not responsible for the certification of any participating district or public agency.

SPECIFICATIONS

1. Purpose

The purpose of this Bid is to establish Agreements between the San Diego Unified School District and multiple Vendors who supply new classroom science, technology, engineering, art and math (STEAM) supplies at a percentage (%) discount off catalog list pricing and percentage (%) discount off brand/manufacturer. The Bidder shall bid a percentage (%) discount fixed for a (3) year term.

2. Chemical List – Attachments 1-3

Items listed on the District's Class I Chemical List page (EA 1), are PROHIBITED ITEMS from use in the District and may not be ordered under any circumstances.

Items listed on the District's Class II Chemical List page (EB 1), are RESTRICTED USAGE ITEMS to be used only for demonstration purposes. These chemicals are to be purchase in small quantities only.

Items listed on the District's Class III Chemical List pages (EC 1-2), are APPROVED ITEMS for use in the District.

3. Material Safety Data Sheets

The Vendor must provide two (2) copies of the most recent MSDS information for all chemical products. Two (2) copies of the MSDS sheets must be provided with each delivery, for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

4. Reports

It is a requirement of this Bid that an awarded vendor provide, on a quarterly basis, a report of all chemicals that have been shipped to any location resulting from this award. This report shall indicate, at a minimum, catalog number, item description, quantity shipped, date of shipment, and the ship to address, regardless of method of purchase.

5. Quantities

The District shall not be obligated to purchase any particular quantity of classroom STEAM supplies. All schools and departments will be urged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest net prices.

6. Discounts

The Bidder shall include within their bid response a percentage discount off list price covering the purchase of any new classroom supplies, equipment, and chemicals. As new items become available in the designated product lines, they too will become a part of the contract and will be subject to the same discount offered. The most current Bidder's Price List will be used to determine pricing during the contract period.

If a percentage (%) discount is offered on the Quotation Sheet, the successful Bidder upon award shall furnish the District with a copy of the most current regional published manufacturer catalog as may be required, including a copy of the most current Manufacturer's published price list, at no cost to the District. The latest inserts and revisions as issued shall be provided within ten (10) working days of publication to the District throughout the contract period at no additional cost to the District.

7. F.O.B Point

All items shall be offered F.O.B. destination at San Diego Unified School District receiving location designated on the purchase orders issued by the district.

8. Shipping Charges

The District prefers that shipping, handling, and insurance charges be included in the percentage discounts offered on the Quotation Sheet(s). Bidder to indicate in the space provided on the Quotation Sheet, if shipping, handling, and insurance charges are included in the percentage discount offered. Bidders may list items or categories of items on the exclusion list provided, that will incur shipping charges.

9. Compliance with Laws

The Vendor shall comply, in full with the provisions set forth in the Federal, State, City, and County laws relating to the regulations and emission standards during the period of the Agreement. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Vendor shall constitute cause for immediate termination of the Agreement.

Exhibit A
Quotation Sheet

BID# GD19-0545-03

LOT ONE (1) - Awarded as One (1) Lot to Multiple Vendors

<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF CATALOG CATEGORY</u>
1	1	Science			
1	2	Technology			
1	3	Engineering			
1	4	Art			
1	5	Math			
1	6	PreK- 7th Grade Classroom Supplemental Materials			
1	7	Living Materials			
			\$1,200,000.00		

LOT TWO (2) - Awarded by Bid Line Item to the Highest Vendor % Discount Off Brand/Manufacturer

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/MANUFACTURER</u>
2	1	3B			
2	2	Abilitations			
2	3	Bel-Art			
2	4	Bennett Wood Specialty			
2	5	Bot Brain			
2	6	Brodhead Garrett			
2	7	Califone			
2	8	Celestron			
2	9	Child Craft			
2	10	Classroom Direct			
2	11	Classroom Select			
2	12	Color Brite			
2	13	COP Science			
2	14	Corning			
2	15	Crayola			
2	16	Delta Education			
2	17	Diversified			
2	18	EDVOTEK			
2	19	Elmers Glue Products			
2	20	EPS			
2	21	Fisher Science Education			
2	22	Foss			
2	23	Frey Scientific			
2	24	Go Science Crazy			
2	25	Guardian			
2	26	Hammond & Stephens			
2	27	Hubbard Scientific			
2	28	Imperial			
2	29	Kemtec			
2	30	Ken-a-vision			
2	31	Kimble			
2	32	K'nex			
2	33	LABCONCO			
2	34	Lakeshore			
2	35	NeuLog			
2	36	Newpath			
2	37	OHAUS			
2	38	Pacon			
2	39	POLAR 3D			

**Exhibit A
Quotation Sheet**

BID # GD19-0545-03

LOT TWO (2) - Awarded by Bid Line Item to the Highest Vendor % Discount Off Brand/Manufacturer

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/ MANUFACTURER</u>
2	40	Prang			
2	41	Premier			
2	42	Projects by Design			
2	43	Royal Seating			
2	44	Sanford			
2	45	Sargent Art			
2	46	SAX			
2	47	Sax School Smart			
2	48	School Smart			
2	49	Scott Resources			
2	50	SOAR Life Products			
2	51	SPARK			
2	52	Sportime			
2	53	Sunburst			
2	54	Sunworks			
2	55	Swift			
2	56	Texas Instruments			
2	57	Thermo Scientific			
2	58	Tru-Ray			
2	59	United Scientific Supplies, Inc			
2	60	Wonder Workshop			

List exceptions to discounts stated above, including exceptions to free delivery and freight.

<u>CATEGORY</u>	<u>EXCEPTION</u>	<u>VENDOR NAME</u>
1		
2		
3		
4		
5		
6		
7		
8		

OTHER NOTES:

SALES REPRESENTATIVE INFORMATION:

NAME:
ADDRESS:
TELEPHONE:
E-MAIL ADDRESS:
FAX #:
PREFERRED METHOD OF RECEIVING

CLASS I CHEMICAL LIST PROHIBITED ITEMS

Chemicals listed below **MAY NOT BE ORDERED UNDER ANY CIRCUMSTANCES.** They are prohibited from use in the school district.

Acetic Anhydride
Acrylonitrile
4-Aminodiphenyl
Ammonium Sulfide
Amyl Aletate (isoamyl) Aniline
Aniline Hydrochloride
Anthracene
Antimony Pentachloride
Antimony Trichloride
Antimony Trioxide
Antimony Trisulfide
(Antimony sulfide)
Arsenic, and compounds
Arsenic Pentoxide
Arsenic Trichloride
Arsenic Trioxide
Asbestos
Benzaldehyde
Benzene
Benzidine (and its salts)
Benzoyl Chloride
Benzoyl Peroxide
Beryllium and its compounds
Beryllium Carbonate
Bis (chloromethyl) Ether
Cadmium and its compounds
Cadmium Acetate
Cadmium Chloride
Cadmium Sulfate
Carbon Disulfide
Carbon Tetrachloride
Catechol
(1,2-Dihydroxy-benzene)
Chloroform
Chromium II, IV compounds
Chromic Nitrate, in solution
Colchicine
3-3, Dichlorobenzidine
Diisopropyl Ether
4-Dimethylaminoazobenzene
N, N, Dimethylaniline
Ethylene Dichloride
Ethyleneimine
Ethylene Oxide
Formaldehyde
Formalin
Hydrazine
Hydrofluoric acid
Hydrogen Peroxide 7 to 32 %
Mercuric Chloride
Mercury, Metal
Mercuric Nitrate

Mercurous Nitrate
Methyl Iodide
4,4-Methylenebis
(2-methylaniline)
Methylene Chloride
a-Naphthylamine
b-Naphthylamine
Nicotine Sulfate
Nitrobenzene
4- Nitrobiphenyl
Osmium Tetroxide
Perchloric Acid
Phosphorus (white and yellow)
Picric Acid
Potassium Cyanide
Powdered metals
Pyridine
Radioactive compounds
Silver Cyanide
Sodium Arsenate
Sodium Arsenite
Sodium Azide
Sodium Cyanide
Tetrahydrofuran
Thioacetamide
Thiourea
o-Toluidine
Trichloroethylene
Uranium and its compounds

CLASS II CHEMICAL LIST RESTRICTED USAGE ITEMS

Restricted Chemicals - Special Conditions Apply: Class II chemicals are to be used only for demonstration purposes, prepared and presented only by instructors who are familiar with their hazardous properties. These chemicals are to be purchased in small quantities only.

Acetylene, gas
Aluminum Nitrate
Ammonium Dichromate
Ammonium Nitrate
Antimony, metal
Barfoed Reagent
Barium Chlorate
Barium Nitrate
Barium Peroxide
Barium Sulfide
Bismuth Nitrate
Bouin's Fluid
Bromine Water
Calcium, metal
Calcium Carbide
Calcium Nitrate
Carbolic Acid (Phenol)
Chromium Chloride, in solution
Cobalt Nitrate
Cobaltous nitrate
Cupric (Copper) Nitrate
Ethyl Acetate
Ferric Nitrate
Ferrous Sulfide
Formic Acid
Hayem's Solution
Hydrogen (gas)
Hydrogen Peroxide 4%-20%
Hydrogen Sulfide
Hydroquinone
Lead Dioxide
Lead Nitrate
Lead Sulfide
Lithium Nitrate
Manganese Nitrate
(Manganous)
Magnesium Dioxide
(Magnesium peroxide)

Magnesium Hydroxide
Magnesium, Metal
Magnesium Nitrate
Methylene Iodide
Nickel Nitrate
Nickel Sulfate, crystals
Oxygen (gas)
Phthalic anhydride
Phenol
Phosphorus Pentoxide
Potassium Chlorate
Potassium Dichromate
Potassium, Metal
Potassium Nitrate
Potassium Permanganate
Potassium Sulfide
Pyrogalllic Acid
Resorcinol
Silver Acetate
Schiff Reagent
Sodium Chlorate
Sodium Dithionate
(Sodium hydrosulfite)
Sodium Metabisulfite
Sodium, metal
Sodium Nitrate
Sodium Nitrite
Sodium Permanganate
Sodium Peroxide
Sodium Sulfide
Sodium Sulfide (anhydrous)
Strontium Nitrate
Titanium, metal
Tungsten, metal
Zinc, metal, dust (limit 4 oz)
Zinc Nitrate
Zirconium Nitrate

CLASS III CHEMICAL LIST APPROVED ITEMS

Acacia (gum arabic)	Ascarite II	Cobalt Sulfate	Gamborg's Vitamin Culture
Acetamide	Ascorbic Acid	Congo Red	Gelatin
Acetanilide	Balsam	Copper, metal	Gentian Violet
Acetic acid (glacial, limit 2 gals)	Barium Acetate	Copper (cupric) Oxide	(Methyl violet)
Aceto Carmine	Barium Carbonate	Cotton Seed Oil	Gibberellic Acid
Acetone	Barium Chloride	Crystal Violet	Giemsa Stain
Aceto Orcein (Orcinol)	Barium Hydroxide	Cupric Acetate	Glucose
Adenine	Barium Oxalate	Cupric (Copper) Bromide	Glutamic Acid
Agar	Barium Oxide	Cupric (Copper) Carbonate	Glycerin
Albumin	Barium Sulfate	Cupric (Copper) Chloride	(Glycerol-limit 2 pts.)
Alizarin Yellow	Beeswax	Cupric (Copper) Sulfate	Gold Foil
Alizarin Red (Red #1)	Benedict's Solution	Cyclohexane	Gram's Iodine Stain
Alkaline-Iodide Sol'n #1	Benzoic Acid	Deoxyribonucleic Acid	Graphite
Alkaline-Iodide Sol'n #2	6- Benzylaminopurine	Dextrin Starch	Guar Gum
Alum	Solution	Dextrose	Gum Tragacanth
Aluminum Ammonium Sulfate	Bial salts	Diastase of Malt	Helium
Aluminum Chloride, hydrated	Bismuth Trichloride (Bismuth III chloride)	2,6 Dichloroindolephenol Sodium Salt	Hematoxylin
Aluminum Chloride, anhydrous	Biuret Reagent	Digitonin	Heptane
Aluminum Hydroxide	Borax (Sodium Borate)	Dimethylglyxime	Hexane
Aluminum, metal	Boric Acid	Dodecyl Sulfate, sodium salt (Sodium Dodecyl Sulfate)	Histidine
Aluminum Oxide	Brilliant Green	Dowex	Hydrochloric Acid
Aluminum Potassium Sulfate	Bromocresol Green	Ethylenediaminetetraamine (EDTA)	Hydrogen Peroxide 3%
Aluminum Sodium Sulfate	Bromocresol Purple	Eosin	Indigo
Aluminum Sulfate	Bromophenol Blue	Epsom Salt (Magnesium sulfate)	Indigo Carmine
Ammonia, liquid	Bromothymol Blue	Erythorbic Acid	3-Indoleacetic Acid
Ammonium Acetate	Buffer Solutions	Erythrosine	Iodine
Ammonium Bicarbonate	Caffeine	Ethyl Alcohol	Iron Acetate
Ammonium Bromide	Calcium Acetate	Ethylene Glycol	Iron Pyrite
Ammonium Carbonate	Calcium Bromide	Fast Green	Isobutyl Alcohol
Ammonium Chloride	Calcium Carbonate	Fehling's Solution A	Isopentyl Alcohol
Ammonium Citrate	Calcium Chloride	Fehling's Solution B	Isopropyl Alcohol
Ammonium Hydroxide (limit 2 gals.)	Calcium Fluoride	Ferric Acetate (Iron acetate)	Janus Green B
Ammonium Iodide	Calcium Hydroxide	Ferric Ammonium Acetate	Kaolin
Ammonium Metavanadate (Ammonium vanadate)	Calcium Hypochlorite	Ferric Ammonium Citrate	Kerosene
Ammonium Molybdate	Calcium Oxide	Ferric Ammonium Sulfate	Lactic Acid
Ammonium Oxalate	Calcium Phosphate	Ferric Chloride	Lactose
Ammonium Oxidate	Calcium Sulfate	Ferric Oxide	Lanolin
Ammonium Persulfate	Camphor Gum	Ferric Phosphate	Latex
Ammonium Phosphate	Carbolfuchsin	Ferric Sulfate	Lauric Acid
Ammonium Sulfate	Carbon	Ferrous Ammonium Sulfate	Lead Carbonate
Ammonium Tartrate	Carbon Dioxide(gas)	Ferrous Chloride	Lead Chloride
Ammonium Thiocyanate	Carmine	Ferrous Oxide	Lead Iodide
Amylase	Carrageenan	Feulgen Stain	Lead, Metal
N-amyl Alcohol	Casein	Flagella Stain	Lead Oxide
Aniline Blue	Catalase	Flourescein	Lead Sulfate
Antimony Potassium Tartrate	Charcoal	Fructose	Lime Water
Arabinose	Chloretone	Fuchsin	Linseed Oil
	Chlorionic Gonadatropin		Lithium Carbonate
	Citric Acid		Lithium Chloride
	Clove Oil		Lithium Hydroxide
	Cobalt Chloride		Lithium Sulfate
	Cobalt, Metal		Litmus
			Loeffler's Flagella Stain

Logwood Extract (Hematin)	Orange G	1-Propanol	Sodium Thiosulfate
Lucite	Orange IV	n-Propionic Acid	(Sodium hyposulfite)
Luminol	(Torpeolin OO)	Propyl Alcohol	Sodium Tungstate
Lugol's Iodine	Orcein Staining Solution	Quinine Sulfate	Stannic Chloride
Lycopodium Powder	Oxalic Acid	Ringer's Solution	Stannic Oxide
Lye	Pancreatin	Rosin	Stannous Chloride
Magnesium Acetate	Paraffin	Rosin Abietic Acid	Starch, potato
Magnesium Bromide	Peanut Oil	Safranino	Stearic Acid
Magnesium Carbonate	Pepsin Powder	Salicylic Acid	Strontium
Magnesium Chloride	Peptone	Sesame Oil	Strontium Bromide
Magnesium Hydroxide	Petrolatum	Silicic Acid	Strontium Chloride
Magnesium Oxide	Petroleum Ether	Silica Gel	Succinic Acid
Magnesium Sulfate	Phenol Red Indicator	Silicon, metal	Sucrose
Magnesium Trisilicate	Phenolphthalein	Silicon carbide	Sudan Black B
Malachite Green	Phenyl Salicylate	(Carborundum)	Sudan III
Maleic Acid	Phloroglucin(ol)	Silicone	Sudan IV
Malic Acid	Phosphoric Acid	Silver, metal	Sulfamic Acid
Maltose	Phytigel Plant culture	Silver Chloride	Sulfanilic Acid
Manganese, metal	Pituitary Extract	Silver Iodide	Sulfur (limit 5 lbs)
Manganese Carbonate	Platinum, metal	Silver Nitrate	Sulfur Black Dye
(Manganous carbonate)	Polyvinyl Alcohol	Silver Sulfate	Sulfur Blue Dye
Manganese Dioxide	Potash, sulfurated	Soda Lime (sodasorb)	Sulfur Yellow Dye
Manganese Sulfate	Potassium acetate	Sodium Acetate	Sulfuric Acid (limit 2 gals.)
Manganous bromide	Potassium Bicarbonate	Sodium Alginate	Tannic Acid
(Manganese bromide)	Potassium Binoxalate	Sodium Bicarbonate	Tartaric Acid
Manganous chloride	Potassium Biphthalate	Sodium Bismuthate	Terpineol
(Manganese chloride)	Potassium Bisulfate	Sodium Bisulfate	Thymol Blue
Manganous sulfate	Potassium Bitartrate	(Sodium Hydrogen Sulfate)	Thyroxine
Methyl Cellulose	Potassium Bromate	Sodium Bisulfite	Tin, metal
Methylene Blue	Potassium Bromide	Sodium Borate	Titanium Dioxide
Methyl Alcohol	Potassium Carbonate	Sodium Bromide	Toluene
Methyl Green	Potassium Chloride	Sodium Carbonate	Toluidine Blue
Methyl Orange	Potassium Chromate	Sodium Chloride	Triethanolamine
Methyl Red	Potassium Chrome Alum	Sodium Chromate	Tripheyl Terazolium Chloride
Methyl Violet	Potassium Citrate	Sodium Citrate	Trisodium Phosphate (TSP)
Methyl Salicylate	Potassium Ferricyanide	Sodium Ferrocyanide	Triton X,wetting agent
Methyl Sulfoxide	Potassium Ferrocyanide	Sodium Fluoride	Trypsin
(Dimethyl sulfoxide,	Potassium Fluoride	Sodium Hydroxide	Tumeric Powder
DMSO)	Potassium Hydrogen	Sodium Hypochlorite	Turpentine
Mineral Oil	Phthalate	Sodium Iodate	Ultra Marine Blue
Molasses	Potassium Hydroxide	Sodium Iodide	Universal Indicator
Mono Chloroacetic Acid	Potassium Iodate	Sodium Lauryl Sulfate	Urea
Napthalene	Potassium Iodide	Sodium Metabisulfite	Vegetable Oil
a-Napthaleneacetic acid	Potassium Metabisulfite	Sodium Metaphosphate	Winkler's solution #1
Solution	(Potassium pyrosulfate)	Sodium Molybdate	Winkler's solution #2
1-Napthol	Potassium Nitrite	Sodium Oxalate	Wood's Metal
2-Napthol	Potassium Oxalate	Sodium Perborate	Wright's Stain Solution
Neutral Red Indicator	Potassium Oxide	Sodium Phosphate	Xanthenol
Nickel Chloride	Potassium Persulfate	Sodium Salicylate	Xylene
Nicotinic Acid	Potassium Phosphate,	Sodium Silicate	Yeast
Nigrosine Black	mono,di,tribasic	Sodium Silicofluoride	Zeolite
Ninhydrin	Potassium Sodium Tartrate	(Sodium fluorosilicate)	Zinc Acetate
Nitric Acid- (limit 1 gal.)	(Sodium potassium sulfate)	Sodium Sulfate	Zinc Carbonate
Nitrogen	Potassium Sulfate	Sodium Sulfite	Zinc Chloride
Nucleic Acid	Potassium Tartrate	Sodium Tartrate	Zinc, metal (mossy)
Nuclei-stain	Potassium Tetraoxalate	Sodium Tetraborate	Zinc Sulfate
Oleic Acid	Potassium Thiocyanate	(Sodium borate)	
Olive Oil	Propane Gas	Sodium Thiocyanate	

GD19-0693-03

I. 35.

1/22/19

AGREEMENT

THIS AGREEMENT is entered by and between the **San Diego Unified School District** ("District"), a public school district formed and operating pursuant to the laws of the State of California and **School Outfitters, LLC** ("Vendor"), a Limited Liability Corporation whose primary place of business is located at 3736 Regent Avenue, Cincinnati, OH 45212-3724, (together sometimes referred to as the "Parties") as of January 9, 2019.

WITNESSETH, that the District and the Vendor in consideration of the mutual covenants contained herein agree as follows:

- 1. Goods Provided.** Vendor shall perform and provide all goods as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID NO. GD19-0545-03**Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies**

- 2. Contract Term.** The term of this Agreement shall commence upon Board of Education approval and continue through **January 8, 2022** and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all goods under Purchase Orders issued are completed, accepted, and paid for by the District.
- 3. Compensation.** District hereby agrees to pay Vendor a sum not to exceed **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)** notwithstanding any contrary indications that may be contained in Vendor's Quotation Sheet(s), incorporated herein by reference. The District's payment of the Contract Price shall be in accordance with the Contract Documents. District shall pay Vendor for goods received pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Vendor for goods received pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Vendor shall not bill District for duplicate orders.
- 4. Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

5. Insurance Requirements.

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

1.0 Workers' Compensation. Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2.0 Commercial General and Automobile Liability Insurance.

2.1 General requirements. Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering

comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

3.0 All Policies Requirements.

3.1 Acceptability of Insurers. All required coverages must be provided by insurers licensed to conduct business in the State of California and rated “A-, VII” or better by the current Best’s Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

3.2 Verification of Coverage. Certificates of Insurance shall be filed with the District’s Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor’s performing under the specifications of the contract, it shall not waive the Vendor’s obligation to provide them.

3.3 Notice of Reduction in or Cancellation of Coverage. Certificates of Insurance shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.” Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

3.4 Additional Insured; Primary Insurance. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured’s general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that

no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

3.5 Deductibles and Self-Insured Retentions. Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

3.6 Variation. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

4.0 Remedies. In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

5.0 Minimum Limits of Insurance:

1. General Liability (Products/Completed Operations):
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)
\$1,000,000 per accident

- 6. Indemnity and Responsibilities.** To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information

which might be obtained by Vendor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

6.1 Selection of Defense Counsel. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

6.2 Payment of Judgment. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

6.3 Indemnification Limitations. The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

6.4 Liability for Employment Related Obligations. In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

6.5 Civil Code Exclusions. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

6.6 Tender of Defense and Indemnity. The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under

and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

6.6 Survival. The terms of this section 6 shall survive termination of this Agreement.

7. Governing Law. The laws of the State of California shall govern this Agreement.

8. Employee Fingerprint Verification; Barriers; Employee Surveillance

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

9. Vendor's Conduct on District Property

- 9.1. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- 9.2. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.


- 9.3. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- 9.4. Vendor shall check in with site administrator upon arrival at District site.
- 9.5. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- 9.6. Use of student restrooms *for any reason* is prohibited.
- 9.7. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service

- 10. Method of Payment and Invoicing.** Vendor will be paid upon receipt and acceptance of goods specified by Purchase order. For payment, invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT
Accounts Payable Department
4100 Normal Street Room 3141
San Diego, CA 92103-2682
and
apinvoices@sandi.net

Each invoice must reference Bidder's awarded Contract No. and assigned Purchase Order Number.

- 11. Electronic Signature.** Vendor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District.  (Initials).

11.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1- 1633.17), Vendor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Vendor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Vendor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

11.2 Vendor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Vendor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

11.3 Vendor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Vendor is solely responsible

for protecting the electronic signature. If Vendor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Vendor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Vendor will then immediately cease all use of the electronic signature. Vendor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

12. Termination. The District shall have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Vendor shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Vendor shall maintain complete and accurate records to support Vendor's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
 - a. In no event shall Vendor be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
 - b. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
2. **For Default** — The District may by written notice to Vender, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
 - a. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
 - b. If Vendor fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
 - c. If Vendor: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Vendor shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

13. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

14. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other

documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders
Non-Collusion Declaration
References

Drug-Free Workplace Certificate
Special Conditions
Bid Addenda No. 1

Bid Proposal
Sample Agreement
Prompt Payment Form
General Conditions
Specifications
Quotation Sheet(s)

15. Keeping and Status of Records.

15.1 Vendor's Books and Records. Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for goods or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor under this Agreement.

15.2 Inspection and Audit of Records. Any records or documents that Section 12.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

15.3 Records Submitted in Response to an Invitation to Bid or Request for Proposals. If this Agreement was procured through a Request for Proposals (RFP) or Invitation to Bid (ITB) issued by the District, all documents submitted in response to the RFP or ITB become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Vendor and plainly marked as "Business Secret" or "Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Vendor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Vendor agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Vendor agrees that this indemnification survives

as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

16. **District Representative.** This Agreement shall be administered by Sheryl Hauser, Senior Buyer. All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).
17. **Integration.** This Agreement, including exhibits, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, bids or agreements, either written or oral.
18. **Exhibits.** This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:
 - Exhibit A:** Quotation Sheet(s)
 - Exhibit B:** Vendor's Certificates of Insurance
19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20. Notices. Written contract notices shall be addressed as follows:**To District:**

Andrea R. O'Hara, M.A.
 Strategic Sourcing and Contracts Officer
 2351 Cardinal Lane, Building M
 San Diego, CA. 92123
 (858) 522-5808 - Phone
dgiolzetti@sandi.net

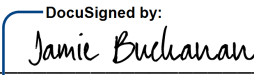
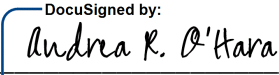
To Vendor:

Jamie Buchanan
 School Outfitters
 3736 Regent Avenue,
 Cincinnati, OH 45212-3724
 (800) 260-2776 - Phone
contracts@schooloutfitters.com

21. Entire Agreement. This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

22. Authority to Execute. The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

School Outfitters	San Diego Unified School District
By:  DocuSigned by: Jamie Buchanan	By:  DocuSigned by: Andrea R. O'Hara
Jamie Buchanan Sales Manager 3736 Regent Avenue, Cincinnati, OH 45212-3724 Tel: (800) 260-2776 E-mail: contracts@schooloutfitters.com	Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: (858) 522-5808 E-mail: dgiolzetti@sandi.net
Date: December 10, 2018	Date: January 28, 2019

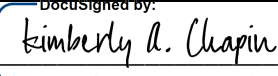
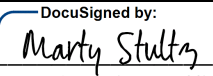
APPROVED AS TO FORM	Approved in a public meeting of the Board of Education of the San Diego Unified School District on 1/22/19
Date: December 10, 2018	Date: January 24, 2019
 DocuSigned by: Kimberly A. Chapin	 DocuSigned by: Marty Stultz
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

Exhibit A Quotation Sheet(s)

		LOT ONE (1)	School Outfitters
<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>% DISCOUNT</u>
1	1	Science	4 to 7
1	2	Technology	4 to 7
1	3	Engineering	4 to 7
1	4	Art	4 to 7
1	5	Math	4 to 7
1	6	PreK- 7th Grade Classroom Supplemental Materials	4 to 7

****Exceptions****

4% Discount off everyday prices and 7% off exclusive brand products.

Shipping - 10% of the product total. Volume pricing is available for larger quantities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2018

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202	CONTACT NAME: Amy Tischner PHONE (A/C, No, Ext): 513-977-3116 FAX (A/C, No): 513-977-4608 E-MAIL: amy_tischner@ajg.com ADDRESS:														
INSURED School Outfitters LLC; Schoolhouse Outfitters L 3736 Regent Avenue Cincinnati, OH 45212	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 635199744

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0182313	3/1/2018	3/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0182313	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0182313	3/1/2018	3/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0422706-00	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER FL, GA, NY, PA E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	OH Emp Liability			EPP 0182313	3/1/2018	3/1/2019	E.L. Each Accident \$1,000,000 E.L. Disease Ea Emp \$1,000,000 E.L. Disease Policy \$1,000,000

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

The certificate holder is listed as additional insured, per written contract, in regards to General Liability (GA 210 02/07). Waiver of subrogation is included in favor of the certificate holder, per written contract, in regards to General Liability (GA 210 02/07). Umbrella liability follows form over additional insured status.

CERTIFICATE HOLDER

CANCELLATION

Specimen
For Illustration Purposes Only
No other use is Authorized

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

AUTHORIZED REPRESENTATIVE



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
SUBJECT: **APPROVE THE OPERATIONAL AREA AGREEMENT FOR THE
PURPOSE OF EMERGENCY MANAGEMENT COORDINATION
WITH OTHER AGENCIES IN ORANGE COUNTY**
DATE: August 30, 2021

Background:

The Operational Area Agreement formally organizes the County of Orange and its political subdivisions as the Orange County Operational Area for purposes of emergency management coordination, as required by the State of California's Standardized Emergency Management System. First approved in 1995, the document lays out a framework for inter-jurisdictional cooperation and the responsibilities of the County of Orange and its individual subdivisions. This document has served as the foundation for nearly 25 years of regional emergency management collaboration.

In 2017, the Orange County Sheriff's Department Emergency Management Division began a process to revise the Operational Area Agreement to account for changes in emergency operations plans, incorporate advances and new perspectives in the emergency management discipline and ease administration of Operational Area functions. The Operational Area Agreement Revision Working Group was formed and met for more than a year to develop an updated document taking into account new programs and paradigms at the local, state and federal level, as well as lessons learned from more than twenty years of administering the existing framework. Following an extensive review and revision process in 2018 and 2019, the revised Operational Area Agreement was approved by the County Board of Supervisors on March 24, 2020. The Agreement must now be approved by each individual jurisdiction in the Orange County Operational Area.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves Operational Area Agreement for the purpose of emergency management coordination.

Orange County Operational Area Agreement



of the County of Orange
and Political Subdivisions

January 2020

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I. Recitals

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this 19th day of May, 2020, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:

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Section One. Operational Area Establishment

1.1 Operational Area Established

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

Section Two. Operational Area Council, Executive Board and Subcommittees

2.1 Operational Area Signatory Council

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.¹ The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

¹ Title 19 California Code of Regulations Section 2409

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

2.2 Operational Area Executive Board

2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

Executive Board Members

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEDO. OCEDO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEDO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

2.3.1 Membership

The entire OCEDO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEDO Bylaws.

Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEDO members who are also voting members of the OA Executive Board shall be present at any OCEDO meeting.

Orange County Operational Area Agreement

Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

Associate Members

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

Operational Area Plans, Annexes, and Standard Operating Procedures

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

Training and Exercises

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

Public Education and Outreach

- Coordinate the development of public education and whole community emergency preparedness programs.

Legislation

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

Other

- Other duties as assigned by the Executive Board.

2.3.3 OCEMO Leadership

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

Section Three. Responsibilities

3.1 Operational Area Jurisdiction Responsibilities

Subdivisions of the OA have the responsibilities as set forth below:

Participation

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

Procedures

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

Training and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

Orange County Operational Area Agreement

Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

Orange County Operational Area Agreement

Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

Section Four. Operational Area Coordinator and Operational Area Manager

4.1 Operational Area Coordinator

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

Orange County Operational Area Agreement

Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

Section Five. Operational Area Response Systems

5.1 Operational Area Emergency Operations Plan

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

5.2 Operational Area Emergency Operations Center

5.2.1 Location

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

Section Six. Operational Area Finance

6.1 Operational Area Expenses and Revenues

Operational Area Administrative Expenses

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

Section Seven. Operational Area Agreement Administration

7.1 Existing Agreements

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: 5/19/20

County of Orange

(City or Jurisdiction)

BY Michelle Steel

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By: Robin Stieler



Robin Stieler, Clerk of the Board

County of Orange

Date 5/19/20

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

City/Jurisdiction

Donna Boston

Name

County of Orange

City/Jurisdiction

2644 Santiago Canyon Road

Address

Silverado, CA 92676

City/State/Zip

714-628-7154

FAX Number

APPROVED AS TO FORM:

Wendy J Phillips

Wendy Phillips, Senior Deputy County Counsel

County of Orange

Dated 5/26/20

Orange County Operational Area Agreement

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name

City/Jurisdiction

Address

Chapter 3 City/State/Zip

FAX Number

APPROVED AS TO FORM:

Wendy J. Phullysi
Senior Deputy County Counsel
Orange County
Dated 2/26/20



SO 21-22/B22-05
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN CDPH AND
CDPH K-12 SCHOOL LABORATORIES AND FOUNTAIN
VALLEY SCHOOL DISTRICT**
DATE: August 30, 2021

Background:

Through the Memorandum of Understanding, CDPH K-12 School Laboratories will supervise, oversee and facilitate the testing for samples of SARS-CoV-2 in employees of the Fountain Valley School District as required by the California Department of Public Health K-12 School Guidance and the State Public Health Order, effective August 12, 2021.

Recommendation:

It is recommended that the Board of Trustees approve the Memorandum of Understanding between CDPH K-12 School Laboratories and the Fountain Valley School District.

**CDPH K-12 SCHOOL LABORATORIES MEMORANDUM OF UNDERSTANDING
Fountain Valley School District & CDPH**

1. Term

- A.** The term of the Memorandum of Understanding ("MOU") shall be from the date of execution (the "Effective Date") until June 1, 2022.
- B.** In addition to any other provision of this MOU, the California Department of Public Health ("CDPH") or the organization wishing to make available COVID-19 testing at their site ("Participant") may terminate this MOU or cancel a portion of the service for any reason with fourteen (14) days written notice.

2. Service Overview

The Participant shall comply with the scope, the terms, conditions, and requirements set forth herein for the testing of samples for SARS-CoV-2.

3. Service Location

The services shall be performed at temporary testing sites identified by Participant that have been approved by the Laboratory Director of CDPH K-12 School Laboratories.

4. Project Representatives

- A.** The project representatives during the term of this MOU will be:

California Department of Public Health Sabel Davis Telephone: (916) 865-8717 E-mail: testing.taskforce@cdph.ca.gov	Mark Johnson Telephone: Fax: E-mail: johnsonm@fvsd.us
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- B.** Direct all general inquiries to:

California Department of Public Health Attention: Megan Cornejo 850 Marina Bay Parkway City, CA, 95899-7413 Telephone: (510) 231-7836 E-mail: SchoolBinax@cdph.ca.gov	Mark Johnson Attention: Telephone: Fax: E-mail:
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5. **Services to be Performed by CDPH K-12 School Laboratories**

CDPH K-12 School Laboratories shall supervise, oversee, and facilitate, under its state clinical laboratory registration and federal CLIA certificate of waiver, testing of samples for SARS-CoV-2 using equipment and supplies provided by CDPH. Molecular testing may be arranged or provided for at the discretion of the Laboratory Director. CDPH K-12 School Testing Laboratories shall also make available the services of an authorized health care provider ("Ordering Physician") to make assignments for test reports for the performance of tests described in this MOU. CDPH, through CDPH Agreement 20-10982, has contracted with Primary Diagnostics, Inc. and via Primary Diagnostics, Inc. will provide patient registration services and laboratory and medical records data collection, management, storage, and reporting services.

6. **Services to be Performed by Participant**

Participant shall be responsible for the direct oversight of testing personnel at the designated temporary testing site and shall ensure that personnel meet the training and competency criteria established by the Laboratory Director of CDPH K-12 School Laboratories. Participant shall comply with all operational guidelines established by the Laboratory Director.

Participant shall be responsible for all of the following:

1) Comply with all requirements and specifications of the Laboratory Director, and its contractor, Primary Diagnostics, Inc., to ensure that all test results and data reporting, storage, and management requirements applicable under state and federal law are satisfied;

2) Maintain adequate site inventory control of tests;

3) Securely transmit copies of patient results and Participant site records, including, but not limited to quality control logs, testing personnel training records, and test inventory records, to CDPH in accordance with the operational guidelines established by the Laboratory Director, at the frequency determined by the Laboratory Director to ensure regulatory compliance, and upon the termination of the testing program, as described in Paragraph 8.H.;

4) Securely report and transmit, in accordance with the Laboratory Director's operational guidelines, patient adverse event information and suspected false negatives, suspected false positives, and any significant test performance deviations to the CDPH Ordering Physician and CDPH Laboratory Director via a secure CDPH electronic mail address to be identified by the CDPH Laboratory Director.

5) Coordinate with CDPH in arranging for additional or follow-up testing for individuals who meet specified criteria established by the Laboratory Director.

7. Payment and Billing

Unless otherwise agreed to in writing, CDPH will be responsible for the cost of tests used to detect SARS-CoV-2. The Participant may not charge for the cost of tests provided by CDPH. The parties will otherwise bear their own costs in providing services under this MOU.

8. Confidentiality of Information/Data and Privacy Use

A. Use and Disclosure of Data Set: For purposes of this MOU, "Protected Data" means any data obtained and stored by the Participant while undergoing any of the activities described in this MOU. Participant agrees to maintain the confidentiality of the Protected Data. Participant agrees not to use or disclose any Protected Data in any manner not permitted by applicable state or federal health information privacy laws and shall require that its directors, officers, employees, contractors, subcontractors and agents do not use or disclose the Protected Data in any manner that would constitute a violation of this MOU.

B. Legal Authority: Participant and CDPH have the legal authority to exchange the Protected Data pursuant to California Health and Safety Code sections 131050 and 120175.

C. Minimum Necessary Information: Participant agrees, to the extent Protected Data is shared, only the minimum necessary Protected Data for the accomplishment of CDPH and Participant's goals will be shared.

D. California Civil Code section 1798.29: CDPH and Participant agree to

comply with applicable privacy breach notification laws, including California Civil Code section 1798.29, with regard to the Protected Data. Participant agrees to notify CDPH as soon as practicable, without unreasonable delay, of any breach that triggers a response under this section.

E. Safeguards Against Misuse of Information: CDPH and Participant shall use appropriate administrative, technical, and physical safeguards to prevent use (sharing, employment, application, utilization, examination, or analysis of information) or disclosure of the Protected Data that is prohibited under applicable state and federal health information privacy laws:

- CDPH and Participant shall comply with the information security standards, which standards shall be at least as stringent as those set forth in NIST 800-53. These standards shall also include encryption of the Protected Data using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher when Protected Data is being sent outside Participant's network boundary.
- Each party is individually responsible for abiding by the applicable laws and regulations pertaining to the Protected Data in its possession.
- Nothing in this MOU shall relieve either party from abiding by relevant laws or regulations.

F. Agreements by Third Parties: Participant shall require each subcontractor or agent it intends to grant access to the Protected Data to agree to materially the same terms of this MOU in writing.

G. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this MOU is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

H. Return or Destruction of Protected Data on Expiration or Termination: Upon expiration or termination of the MOU between Participant and CDPH for any reason, Participant shall securely return or destroy the Protected Data. If return or destruction is not feasible, Participant shall provide a written explanation to CDPH using the contact information listed in Paragraph 4. When the Protected Data is no longer needed, the MOU has terminated, or any retention period has expired, it must be sanitized. All electronic or

physical forms of Protected Data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization.

- I. **Survival:** If Participant does not return or destroy the Protected Data upon the completion or termination of the MOU, the respective rights and obligations of Participant under clauses D, E, and H of this Paragraph shall survive the completion or termination of the MOU between Participant and CDPH.
- J. **No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant:** This MOU and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45 of the Code of Federal Regulations, Part 160.103 (definition of “business associate”). Accordingly, this MOU is neither intended to, nor at any time shall result in, nor shall be interpreted or construed by the parties as to create a business associate relationship between CDPH and Participant. By signing this MOU, CDPH and Participant expressly disclaim the existence of any business associate relationship.

9. Indemnification

Participant agrees to indemnify, defend, and save harmless the State of California, CDPH, and CDPH K-12 School Laboratories and their respective officers, agents and employees from any and all claims and losses accruing or resulting from Participant’s breach of this MOU, or Participant’s negligence or willful misconduct related to the performance of this MOU.

10. Avoidance of Conflict of Interest by Participant:

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Participant, subcontractors, or employees, officers and directors of the Participant or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Participant to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:

1. An instance where the Participant or any of its subcontractors, or any employee, officer, or director of the Participant or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this MOU would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this MOU.
 2. An instance where the Participant's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C.** If CDPH is or becomes aware of a known or suspected conflict of interest, the Participant will be given an opportunity to submit additional information or to resolve the conflict. A Participant with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this MOU. CDPH may, at its discretion upon receipt of a written request from the Participant, authorize an extension of the timeline indicated herein.

11. Dispute Resolution

Any dispute concerning a question of fact arising under the terms of this MOU that is not disposed of within fifteen (15) calendar days by the Participant and State employees normally responsible for the administration of this MOU shall be brought to the attention of the designated representative for the Participant and the Deputy Director CDPH (or designated representative) for joint resolution.

12. Execution

This MOU may be executed in counterparts with the same force and effectiveness as though executed in a single document. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the State. The provisions of this MOU supersede any previous Agreement entered into between the Participant and CDPH.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto:

California Department of Public Health

Name Sabel Davis

Signature

Title Testing Task Force Lead Contract

Date

Participant

Participant's full legal name

Mark Johnson

Signature _____

Title _____

Date _____

In Process

2021/2022

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: August 18, 2021

Subject: **Non-Public Agency/School Contracts – Amendments**

Board Meeting Date: September 2, 2021

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
N/A	Speech and Language Development Center W22012	N/A	July 1, 2021 to June 30, 2022
	Speech and Language Development Center W22013	\$899.68	July 1, 2021 to June 30, 2022

Approved by the FVSD Board of Trustees
September 2, 2021

Dr. Mark Johnson
Superintendent

Date:

AMENDMENT NO. 1
TO
MASTER CONTRACT #W22012, DATED JUNE 24, 2021
BETWEEN
FOUNTAIN VALLEY SCHOOL DISTRICT
AND
SPEECH AND LANGUAGE DEVELOPMENT CENTER

This Amendment No. 1 to the Master Contract (W22012) dated June 24, 2021 is made and entered into this 2nd day of September, 2021, between the Fountain Valley School District, hereinafter referred to as "District," and Speech and Language Development Center, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

1. Exhibit A: 2021-2022 Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2021 through June 30, 2022.
2. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated June 24, 2021 shall remain in full force and effect.

CONTRACTOR,

Speech and Language Development Center

Nonpublic School/Agency

LEA,

Fountain Valley School District

By:

Signature

Date

Name and Title of Authorized
Representative

By:

Signature

Date

Dr. Mark Johnson, Superintendent
Name and Title of Authorized
Representative

EXHIBIT A: 2021-2022 RATES

CONTRACTOR Speech and Language Development Center (SLDC) **CONTRACTOR NUMBER** W22012 **2021-2022**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	<u>ORIGINAL</u>	<u>REVISED</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$ 175.47</u>	<u>\$ 177.44</u>	<u>Per Diem</u>
Basic Education Program/Dual Enrollment			

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

	<u>ORIGINAL</u>	<u>REVISED</u>	
B. <u>Related Services</u>			
(1) a. Transportation – Round Trip	<u>48.90 / 59.83 / 70.00</u>	<u>49.35 / 60.38 / 70.00</u>	<u>Per Day</u>
b. Transportation – One Way	<u>28.20 / 34.50 / 42.00</u>	<u>29.37 / 37.55 / 44.69</u>	<u>Per Day</u>
c. Parent*			
(2) a. Educational Counseling – Individual	<u>\$ 110.29</u>	<u>\$ 111.30</u>	<u>Per Hour</u>
b. Educational Counseling – Group	<u>\$ 110.29</u>	<u>\$ 111.30</u>	<u>Per Hour</u>
c. Counseling – Parent			
(3) a. Adapted Physical Education – Individual	<u>\$ 98.00</u>	<u>\$ 98.00</u>	<u>Per Hour</u>
b. Adapted Physical Education – Group	<u>\$ 98.00</u>	<u>\$ 98.00</u>	<u>Per Hour</u>
c. Adapted Physical Education –			
(4) a. Language and Speech Therapy – Individual	<u>\$ 109.45</u>	<u>\$ 114.45</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group	<u>\$ 109.45</u>	<u>\$ 114.45</u>	<u>Per Hour</u>
c. Language and Speech – Assessment			
d. Language and Speech – Consultation Rate			
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$ 25.00</u>	<u>\$ 25.00</u>	<u>Per Hour</u>
b. Additional Instructional Assistant – 2:1 Aide	<u>\$ 16.00</u>	<u>\$ 16.00</u>	<u>Per Hour</u>
c. Additional Instructional Assistant – 3:1 Aide	<u>\$ 14.00</u>	<u>\$ 14.00</u>	<u>Per Hour</u>
(6) Augmentative & Alternative Communication (AAC) – Consultation	<u>\$ 109.00</u>	<u>\$ 109.00</u>	<u>Per Hour</u>
(7) a. Occupational Therapy – Individual	<u>\$ 110.44</u>	<u>\$ 114.44</u>	<u>Per Hour</u>
b. Occupational Therapy – Group	<u>\$ 110.44</u>	<u>\$ 114.44</u>	<u>Per Hour</u>
c. Occupational Therapy – Assessment			
d. Occupational Therapy – Consultation Rate			
(8) Physical Therapy	<u>\$ 113.41</u>	<u>\$ 114.45</u>	<u>Per Hour</u>
(9) a. Behavior Intervention and Development (BID)			
b. Behavior Intervention and Implementation (BII)	<u>\$ 39.54</u>	<u>\$ 39.90</u>	<u>Per Hour</u>
c. Behavior Intervention – Supervision (BCBA)	<u>\$ 113.41</u>	<u>\$ 114.45</u>	<u>Per Hour</u>
Provided by: _____			
(10) Bus Aide (1:1)	<u>\$ 25.00</u>	<u>\$ 25.00</u>	<u>Per Hour</u>
(11) Social Skills	<u>\$ 99.50</u>	<u>\$ 104.48</u>	<u>Per Hour</u>

*Parent transportation reimbursement rates are to be determined by the LEA.

2021/2022

HBUHSD Contract No. **W22013**

Please refer to this number on correspondence, invoices, etc.

**AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT**

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 5th of August, 2021 between the Fountain Valley School District, County of Orange and Speech and Language Development Center 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 1, 2021 to June 30, 2022

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	\$ 175.47	200	\$ 35,094.00
Transportation – Zone 3 (RT/day)	NPS	Round-trip	\$ 70.00	200	14,000.00
Speech & Language – Individual (1x90min/wk)	NPS	60 Minutes	\$ 109.45	64.5	7,059.52
Occupational Therapy – Individual (1x60min/wk)	NPS	60 Minutes	\$ 110.44	43	4,748.92
Physical Therapy – Individual (1x15min/wk)	NPS	60 Minutes	\$ 113.41	10.75	1,219.16
TOTAL ORIGINAL CONTRACT COST:					\$ 62,121.60

AMENDMENT #1 CONTRACT – July 1, 2021 to June 30, 2022

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
One-to-One Aide – Classroom (1x6hrs/day)	NPS	60 Minutes	\$ 25.00	1,200	\$ 30,000.00
TOTAL ADDENDUM CONTRACT COST:					\$ 30,000.00

AMENDMENT #2 CONTRACT – July 1, 2021 to June 30, 2022

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	\$ 1.97	200	\$ 394.00
Speech & Language – Individual (1x90min/wk)	NPS	60 Minutes	\$ 5.00	64.5	322.50
Occupational Therapy – Individual (1x60min/wk)	NPS	60 Minutes	\$ 4.00	43	172.00
Physical Therapy – Individual (1x15min/wk)	NPS	60 Minutes	\$ 1.04	10.75	11.18
TOTAL ORIGINAL CONTRACT COST:					\$ 899.68

AMENDED CONTRACT – July 1, 2021 to June 30, 2022

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 177.44	200	\$ 35,488.00
Transportation – Zone 3 (RT/day)	NPS	Round-trip	\$ 70.00	200	14,000.00
Speech & Language – Individual (1x90min/wk)	NPS	60 Minutes	\$ 114.45	64.5	7,382.02
Occupational Therapy – Individual (1x60min/wk)	NPS	60 Minutes	\$ 114.44	43	4,920.92
Physical Therapy – Individual (1x15min/wk)	NPS	60 Minutes	\$ 114.45	10.75	1,230.34
One-to-One Aide – Classroom (1x6hrs/day)	NPS	60 Minutes	\$ 25.00	1,200	30,000.00
TOTAL AMENDED CONTRACT COST:					\$ 93,021.28

This AMENDED Service shall begin on July 1, 2021 and shall terminate at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Development Center

(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, Superintendent

(Type Name of Superintendent)