

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

District Board Room

Richard B. Lynch Educational Center

17100 Foothill Avenue ♦ North Edwards, CA 93523

BOARD OF TRUSTEES

Sherman Burkhead Jr., President

Melinda Marchlewicz, Clerk

Matt Carter, Member

Deandra Gelardo, Member

Tatiana Matta, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

JerrZane Winterton, Boron High School

Ariel Fernandez, Desert High School

BOARD MEETING AGENDA

Wednesday, September 12, 2018 - 6:00 p.m.

CALL TO ORDER

FLAG SALUTE

ADMINISTRATION OF OATH OF OFFICE

- ♦ Student Board Members: JerrZane Winterton, Boron High School
Ariel Fernandez, Desert High School

APPROVAL OF AGENDA

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS

Presentations

- ♦ Teacher Tenure

Information Items

- ♦ Construction Update: Kevin Cordes
- ♦ Board of Trustees Seat and Upcoming General Election: Kevin Cordes

Reports

- ♦ Student Board Members
- ♦ Muroc Education Association (MEA)
- ♦ California School Employees Association (CSEA)
- ♦ Principals
- ♦ Superintendent

CONSENT AGENDA**Page**

All matters listed under Consent Agenda are considered by the Board to be routine and will be enacted by one motion in the form listed below, unless any member of the Board requests that an item be removed from the Consent Agenda for separate consideration.

**BY GENERAL CONSENT THE FOLLOWING AGENDA ITEMS ARE
APPROVED/ADOPTED/RATIFIED**

- | | |
|--|----------|
| A. Adoption of Minutes | |
| 1. Regular Board Meeting, August 8, 2018 | CA 2-3 |
| B. Adoption of Board Policy/Administrative Regulation | |
| 1. BP/AR 3551, Food Service Operations/Cafeteria Fund | CA 4-11 |
| 2. BP/AR 3553, Free and Reduced Price Meals | CA 12-17 |
| C. Adoption of Resolutions | |
| 1. Resolution 9-18-02, National School Lunch Week (October 15-19, 2018) | CA 18-19 |
| 2. Resolution 9-18-03, Week of the School Administrator (October 8-14, 2018) | CA 20-21 |
| D. Deposit Transactions Report, July 2018 | CA 22 |
| E. Accounts Payables Report, July 2018 | CA 23-29 |
| F. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, Desert Junior-Senior High Schools, June & July 2018 | CA 30-41 |
| G. Donation of District Property | CA 42 |
| H. Residential Lease Agreement | |
| 1. J4 Properties Group LLC | CA 43-49 |
| I. General Contract for Services | |
| 1. Excel Education & Therapy Group, LLC | CA 50-53 |
| J. Professional Services Agreement | |
| 1. Skye Rydman for Student Wrap Around Services | CA 54-55 |
| 2. Tamara Agundez for Community Health Care Services | CA 56-57 |
| K. Personnel Actions | |
| 1. Certificated Stipends | CA 58 |
| 2. Certificated Resignation | CA 59 |
| 3. Classified Resignations | CA 60 |
| 4. Change to Classified Assignments | CA 61 |
| 5. Classified Employees | CA 62 |
| 6. Classified Substitutes | CA 63 |
| 7. District Volunteers | CA 64 |
| 8. Resolution 9-18-01; Increase of Classified Services, Sp. Ed. Inst. Aide, SCIA | CA 65 |
| 9. Resolution 9-18-05; Increase of Position of Classified Services, Sp. Ed. Inst. Aide, SCIA | CA 66 |
| 10. Resolution 9-18-06; Allison Cordes, ELD Coach | CA 67 |
| 11. Resolution 9-18-07; Elizabeth Davies, Alternative Education | CA 68 |
| 12. Resolution 9-18-08; Marjorie Stucki, Chemistry | CA 69 |
| 13. Resolution 9-18-09; Heidi Jensen, Mathematics | CA 70 |
| 14. Resolution 9-18-10; Paul Horton, Alternative Education | CA 71 |
| 15. Resolution 9-18-11; Deric English, Health | CA 72 |
| 16. Resolution 9-18-12; Decrease of Classified Services, Bus Driver | CA 73 |
| 17. Resolution 9-18-13; Mirafior Ramas, Elementary | CA 74 |
| 18. Resolution 9-18-14; Fred Arbon, Special Education | CA 75 |
| 19. Resolution 9-18-15; Norberto Dizon, Science | CA 76 |

ACTION AGENDA**Page**

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- A. Consideration/Possible Action: **Adoption of Resolution 9-18-16, Authorizing the Filing of Applications for Funding Under the State School Facility Program to the Office of Public School Construction and State Allocation Board** AA 2-4
- B. Consideration/Possible Action: **Adoption of Statements in Support of Career Technical Education Facilities Program (CTEFP) Application for Funding** AA 5
- C. Consideration/Possible Action: **Ratification of Grant Agreements with the Office of Public School Construction**
 - 1. Application #51/63685-00-001; Desert Junior-Senior High, Facility Hardship (Non-Seismic) Replacement, \$1,191,170.00 AA 6-42
 - 2. Application #51/63685-00-002; Irving L. Branch Elementary, Facility Hardship (Seismic) Replacement, \$525,268.00 AA 43-78
 - 3. Application #51/63685-00-003; Bailey Elementary, Facility Hardship (Seismic) Replacement, \$672,898.00 AA 79-114
 - 4. Application #57/63685-00-009; Bailey Elementary, Modernization, \$3,504,672.00 AA 115-147
 - 5. Application #58/63685-00-001; Desert Junior-Senior High, Facility Hardship (Seismic) Rehabilitation, \$192,316.00 AA 148-179
- D. Consideration/Possible Action: **Certification of the Accuracy of the 2017-18 Unaudited Actuals Financial Report** AA 180
- E. Consideration/Possible Action: **Adoption of Resolution 9-18-04, GANN Appropriations Limit** AA 181

BOARD REPORTS/COMMENTS

- ◆ Board Member Reports and/or Comments

ANNOUNCE CLOSED SESSION ITEMS**CLOSED SESSION**

The Board will consider and may act upon any of the following items in Closed Session. Any action taken will be reported publicly at the end of the Closed Session as required by law.

- A. Personnel Matters
 - 1. Pursuant to Government Code Section 54957;
 - a. Public Employee Discipline/Dismissal/Release/Employment
- B. Confer with Labor Negotiator
 - 1. Certificated Bargaining Unit
 - 2. Classified Bargaining Unit
 - 3. Unrepresented Employee Groups
- C. Pursuant to Government Code Section 54956.9;
 - 1. Conference with Legal Counsel-Anticipated Litigation (1 potential case)
- D. Complaints

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

ADJOURNMENT

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

CONSENT AGENDA

BOARD MEETING DATE: **September 12, 2018**

RECOMMENDATION: It is recommended that all of the items on the
following pages of the Consent Agenda be
Approved/Adopted/Ratified

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Melinda Marchlewicz, Clerk
Matt Carter, Member
Deandra Gelardo, Member
Tatiana Matta, Member

SUPERINTENDENT

Kevin D. Cordes

BOARD MEETING MINUTES

August 8, 2018

PRESENT

Sherman Burkhead Jr., Matt Carter, Deandra Gelardo, Melinda Marchlewicz, Kevin Cordes
Tatiana Matta arrived at 6:09 p.m.

ABSENT

None

CALL TO ORDER

President Burkhead Jr. called the meeting to order at 6:04 p.m.

FLAG SALUTE

Mr. Burkhead Jr. led the flag salute.

APPROVAL OF AGENDA

Addendum to Agenda: Consent Agenda; Personnel Actions I-11, Certificated Resignations; Job Descriptions J-1-a, Preschool Teacher. Deandra Gelardo moved, Matt Carter seconded, to approve the agenda as amended. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

PUBLIC COMMENTS

There were no public comments at this time

PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS

Information Items

Quarterly Report on Williams Uniform Complaints: No complaints to report
Construction Update: Kevin Cordes

Board Policy/Administrative Regulation

BP/AR 3551, Food Service Operations/Cafeteria Fund
BP/AR 3553, Free and Reduced Price Meals

Reports

Report by:
CSEA
Principals
Superintendent

No Report:
MEA

CONSENT AGENDA

Melinda Marchlewicz moved, Tatiana Matta seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 4-0-1)**

Vote: Burkhead Jr. Aye Carter Abstain Gelardo Aye Marchlewicz Aye Matta Aye

A. Adoption of Minutes

1. Regular Board Meeting, June 27, 2018

B. Deposit Transactions Report, June 2018

C. Accounts Payables Report, June 2018

D. Student Body Account Reports, Branch Elementary School

E. Authorization for Superintendent to File Impact Aid Applications for 2018-2019

F. Interdistrict Attendance Agreement with other School Districts for 2018-2019

G. Kern County Superintendent of Schools

1. Kern County SELPA Participation Agreement

H. Professional Services Agreement

1. Virginia Maria Hanes for Payroll Services

I. Personnel Actions

1. Certificated Appointments
2. Certificated Stipends
3. Classified Resignations
4. Change to Classified Assignments
5. Classified Employees
6. Classified Substitutes
7. Resolution 8-18-01, Olivia Davis Short Term Staff Permit for Elementary
8. Resolution 8-18-02, Richard Raught Short Term Staff Permit for Physical Education
9. Resolution 8-18-03, Brianna Richmond Short Term Staff Permit for Elementary
10. Resolution 8-18-04, Noel Zavala Provisional Internship Permit for English
11. Certificated Resignations (*addendum*)

J. Job Descriptions

1. New Job Description
 - a. Preschool Teacher (*addendum*)

BOARD REPORTS/COMMENTS

President Burkhead Jr. announced the closed session items, and open session ended at 6:22 p.m.

CLOSED SESSION

The Board reconvened in Closed Session at 6:27 p.m.; to discuss public employee discipline/dismissal/release/employment; to confer with labor negotiator regarding negotiations with both bargaining units and unrepresented employee groups; to conference with legal counsel regarding anticipated litigation; and to discuss complaints. The Board returned to Open Session at 6:55 p.m. No action to report out.

PUBLIC COMMENTS

There were no public comments at this time

ADJOURNMENT

There being no further business, Matt Carter moved, Tatiana Matta seconded, to adjourn the meeting at 6:56 p.m. **(Motion approved; vote: 5-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Aye

Melinda Marchlewicz, Clerk

September 12, 2018
Board Adoption Date

FOOD SERVICE OPERATIONS/CAFETERIA FUND

BP 3551(a)

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). *(42 USC 1776)*

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. *(Education Code 38082)*

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. *(Education Code 49557.5)*

FOOD SERVICE OPERATIONS/CAFETERIA FUND

BP 3551(b)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3553 - Free and Reduced Price Meals)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. *(Education Code 38103)*

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. *(Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)*

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. *(42 USC 1760; 7 CFR 210.21)*

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. *(Food and Agriculture Code 58595)*

FOOD SERVICE OPERATIONS/CAFETERIA FUND

BP 3551(c)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. *(Public Contract Code 20111)*

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49564.5 Meals for needy students
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition
200.318-200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
250.1-250.70 USDA foods

FOOD SERVICE OPERATIONS/CAFETERIA FUND

BP 3551(d)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

First Reading: 8/8/18

Governing Board Adoption: 9/12/18

FOOD SERVICE OPERATIONS/CAFETERIA FUND

AR 3551(a)

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. *(Education Code 49557.5)*

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. *(Education Code 49557.5)*

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. *(Education Code 49557.5)*

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. *(Health and Safety Code 114079)*

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. *(Health and Safety Code 114079)*

FOOD SERVICE OPERATIONS/CAFETERIA FUND

AR 3551(c)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (*Education Code 38090, 38091*)
(*cf. 3100 - Budget*)
(*cf. 3300 - Expenditures and Purchases*)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (*Education Code 38101*)
(*cf. 3110 - Transfer of Funds*)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (*Education Code 38101*)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (*2 CFR 220.14*)

U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (*7 CFR 250.14*)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (*7 CFR 250.59*)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (*Education Code 45103.5; 7 CFR 210.16*)

FOOD SERVICE OPERATIONS/CAFETERIA FUND**AR 3551(d)**

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. *(Education Code 49554; 42 USC 1758; 7 CFR 210.16)*

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. *(Education Code 45103.5)*

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

(9/18)

FREE AND REDUCED PRICE MEALS

BP 3553(a)

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. *(Education Code 49550, 49552)*

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. *(Education Code 49564; 42 USC 1759a)*

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. *(Education Code 49557)*

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. *(Education Code 49558)*

(cf. 5125 - Student Records)

FREE AND REDUCED PRICE MEALS

BP 3553(b)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes: *(Education Code 49558)*

1. Disaggregation of academic achievement data
(cf. 6162.51 - State Academic Achievement Tests)
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. *(Education Code 49558)*

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. *(Education Code 49558)*

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. *(Education Code 49557.2, 49557.3, 49558)*
(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49564.5 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
6301-6576 Elementary and Secondary Education Act

FREE AND REDUCED PRICE MEALS

BP 3553(c)

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Direct Certification Implementation Checklist
Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://cfpa.net>

California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

First Reading: 8/8/18

Governing Board Adoption: 9/12/18

FREE AND REDUCED PRICE MEALS

AR 3553(a)

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day.

(Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. *(7 CFR 245.5)*

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. *(Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)*

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. *(42 USC 1758; 7 CFR 245.6a)*

FREE AND REDUCED PRICE MEALS

AR 3553(b)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: *(42 USC 1758; 7 CFR 245.6a)*

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: *(7 CFR 245.6a)*

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

Superintendent or designee

In using the records for such purposes, the Superintendent or designee shall ensure that: *(Education Code 49558)*

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.
(cf. 5125 - Student Records)
2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: *(Education Code 49557; 42 USC 1758)*

FREE AND REDUCED PRICE MEALS

AR 3553(c)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.
(*cf. 0410 - Nondiscrimination in District Programs and Activities*)
(*cf. 3555 - Nutrition Program Compliance*)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (*Education Code 49557; 7 CFR 245.8*)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (*42 USC 1758, 1773*)

(9/18)

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: September 12, 2018

AGENDA ITEM: **Resolution 9-18-02, National School Lunch Week**

"School Lunch: Lots 2 Love" is the 2018 theme. The campaign was designed to help students and school nutrition professionals connect and share what each loves most about school lunch with parents, school officials, the media, and the general public. The campaign runs from July 2018 to October 2018, culminating in Nation School Lunch Week, October 15-19, 2018.



RESOLUTION NO. 9-18-02

RESOLUTION OF THE GOVERNING BOARD OF THE MUROC JOINT UNIFIED SCHOOL DISTRICT PROCLAIMING OCTOBER 15-19, 2018, AS NATIONAL SCHOOL LUNCH WEEK

WHEREAS, the National School Lunch Program has served our nation admirably for over 60 years through advanced practices and nutrition education; and

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation's children, and

WHEREAS, the National School Lunch Program has been joined through the years by many other excellent child feeding programs, and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

NOW THEREFORE, the Board of Trustees of the Muroc Joint Unified School District does hereby proclaim the week of October 15-19, 2018, as **National School Lunch Week** and encourages all residents to become aware and concerned about their children's and their own nutrition habits, in hopes of achieving a more healthful citizenry for today and the future.

IN WITNESS WHEREOF, this official proclamation was passed and adopted this 12th day of September, 2018, by the following vote:

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

President, Board of Trustees

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: September 12, 2018

AGENDA ITEM: Resolution 9-18-03, Week of the School Administrator

BACKGROUND: California Education Code Section 44015.1 previously designated the first full week of March each year as "Week of the School Administrator". Senate Bill 1229 passed and signed into law by the Governor effective January 1, 2015, moved Week of the School Administrator to October. Because of the bill, California Education Code Section 44015.1 was amended to read: "In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as Week of the School Administrator."

This year the week of October 8-14, 2018, is designated as Week of the School Administrator. Schools, school districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

RESOLUTION NO. 9-18-03

RESOLUTION OF THE GOVERNING BOARD OF THE MUROC JOINT UNIFIED SCHOOL DISTRICT PROCLAIMING OCTOBER 8-14, 2018, AS WEEK OF THE SCHOOL ADMINISTRATOR

WHEREAS, leadership matters for California's public education system and the more than six million students it serves; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities - fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources - to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the "**Week of the School Administrator**" in Education Code 44015.1; and

WHEREAS, the future of California's public education system depends upon the quality of its leadership;

NOW, THEREFORE BE IT RESOLVED, that the Muroc Joint Unified School District proclaims the week of October 8-14, 2018, as **Week of the School Administrator**, in recognition of the many outstanding contributions and services provided by administrative teams in our public schools.

PASSED AND ADOPTED, this 12th day of September, 2018, by the following vote:

AYES: _____
NOES: _____

ABSENT: _____
ABSTAIN: _____

President, Board of Trustees

092 MUROC UNIFIED

DEPOSIT TRANSACTIONS

J90574 DC0100 L.00.01 08/29/18 PAGE 1

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 0 To 999999
 Date entered from: 07/01/2018 To 07/31/2018

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
190001	07/03/2018	07/03/2018	General Fund Deposit 6/20/18	ENTERED BY: RLHB APPROVED: 07/05/2018 MRN		
1.	92	DHS ASB 12084 Reimb. US Bank	01-9010-0-8699.00-0000-0000-072-72-030-0000		3,787.67	N
2.	92	National Math & Science 52505	01-1100-0-4300.00-1110-1000-072-72-000-0000		4,929.00	N
3.	92	Kern Comm College 23-889005	01-0000-0-8699.00-0000-0000-000-00-000-0000		1,020.21	N
4.	92	DHS Textbook	01-1100-0-4100.00-1110-1000-072-72-000-0000		122.49	N
5.	92	DHS Textbook Garcia 4449	01-1100-0-4100.00-1110-1000-072-72-000-0000		40.00	N
6.	92	DHS Chromebook Lewis 333	01-1100-0-4100.00-1110-1000-072-72-000-0000		50.00	N
			TOTAL AMOUNT		9,949.37 *	
190002	07/10/2018	07/10/2018	General Fund Deposit 6/26/18	ENTERED BY: RLHB APPROVED: 07/11/2018 MRN		
1.	92	Office Depot Refund 2935430	01-0000-0-8699.00-0000-0000-000-00-000-0000		30.40	N
2.	92	Uptake Book Replacement 1217	01-1100-0-4100.00-1110-1000-072-72-000-0000		56.00	N
			TOTAL AMOUNT		86.40 *	
190003	07/11/2018	07/11/2018	General Fund Deposit 7/10/18	ENTERED BY: RLHB APPROVED: 07/12/2018 MRN		
1.	92	DHS Textbooks	01-1100-0-4100.00-1110-1000-072-72-000-0000		95.00	N
			TOTAL AMOUNT		95.00 *	
190004	07/24/2018	07/24/2018	General Fund Deposit 7/10/18	ENTERED BY: RLHB APPROVED: 07/25/2018 MRN		
1.	92	Classified Retiree Insurance	01-0000-0-3702.00-1110-1000-000-00-000-9000		11,963.20	N
2.	92	Certificated Retiree Insurance	01-0000-0-3701.00-1110-1000-000-00-000-9000		16,165.40	N
			TOTAL AMOUNT		28,128.60 *	
			DISTRICT TOTAL		38,259.37 **	
			GRAND TOTAL		38,259.37 ***	

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
A-Z BUS SALES INC	01P660918		989.98	07/03/2018
A.V. Auto Parts	665847		40.02	07/30/2018
A.V. PRESS INC.	104130		91.49	07/02/2018
AMAZON CAPITAL SERVICES	1Q7W-7P19-FVLC		38.07	07/30/2018
AMAZON CAPITAL SERVICES	1YTY-XCPL-MNR3		118.94	07/30/2018
AMAZON CAPITAL SERVICES	1MY1-1CNG-93CM		89.22	07/30/2018
AMAZON CAPITAL SERVICES	1DJV-6J76-9FTH		42.42	07/30/2018
AMAZON CAPITAL SERVICES	133X-WLN9-1LXQ		46.11	07/30/2018
AMAZON CAPITAL SERVICES	1DJV-6J76-PFTH		42.42	07/02/2018
AMERICAN BUSINESS MACHINES	387223		460.20	07/02/2018
APPLE VALLEY COMMUNICATION INC	932151		347.00	07/11/2018
AT&T / CALNET 2 & 3	9391057759#11590		314.93	07/30/2018
AT&T / CALNET 2 & 3	9391037445#11590		384.29	07/30/2018
AT&T / CALNET 2 & 3	9391061407#11585		37.62	07/30/2018
AT&T / CALNET 2 & 3	9391063663#11590		0.01	07/30/2018
AT&T / CALNET 2 & 3	9391061405#11585		55.90	07/30/2018
AT&T / CALNET 2 & 3	9391057427#11641		2.80	07/30/2018
AT&T / CALNET 2 & 3	9391061408#11585		149.10	07/30/2018
Aeries Software	RN-6232		20,006.60	07/03/2018
AutoZone Inc.	4174156338		205.90	07/30/2018
AutoZone Inc.	4174147593		31.72	07/02/2018
BALDWIN, ALLISON	6/15/18 THROUGH		371.25	07/30/2018
BLUE-NITE PROTECTION AGENCY	JULY 2018		500.00	07/30/2018
BLUE-NITE PROTECTION AGENCY	18-0301 June 201		1,000.00	07/02/2018
BORON COMM SERV DIST	8070 June 2018		6,205.54	07/02/2018
BORON COMM SERV DIST	8093 June 2018		3,765.75	07/02/2018
BORON SANITATION	3157089		65.46	07/30/2018
BORON SANITATION	3157088		65.46	07/30/2018
BORON SANITATION	3155004		1,625.15	07/09/2018
CALIFORNIA SCHOOL BOARDS ASSOC	41518-J3K4Y8		8,941.00	07/03/2018
CALIFORNIA SCHOOL BOARDS ASSOC	39420-H4V2L1		2,270.00	07/03/2018
CASBO	606248		1,000.00	07/03/2018
DAVIES, SONNETT	CASAS Training		100.65	07/11/2018
DAVIES, TERESA	Reimbursement		15.00	07/02/2018
DESERT LAKE COMM SERV	1011 June 2018		1,492.60	07/02/2018
DESERT LAKE COMM SERV	1013 June 2018		2,375.60	07/02/2018
DESERT LAKE COMM SERV	3047 June 2018		53.00	07/02/2018
DESERT LAKE COMM SERV	5013 June 2018		53.00	07/02/2018
DUNN, LORI	Spec Ed		49.70	07/11/2018
Dones, Christine	Mileage		18.66	07/11/2018
EDGEMONT ACRES WATER CO	June 2018		300.00	07/30/2018
EDGEMONT ACRES WATER CO	July 2018		300.00	07/30/2018
ENFINITY CENTRALVAL 1 LLC	2495		353.81	07/31/2018
ENFINITY CENTRALVAL 1 LLC	2493		6,688.60	07/31/2018
FAGEN FREIDMAN & FULFROST LLP	58505 May 2018		3,188.00	07/10/2018
FEDERAL EXPRESS CORP	6-250-55682		169.86	07/30/2018
FRONTIER COMMUNICATIONS	7607621124112917		83.87	07/30/2018
FRONTIER COMMUNICATIONS	209-148-1905-102		80.26	07/30/2018

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
FRONTIER COMMUNICATIONS	7607621128113017		66.26	07/30/2018
FRONTIER COMMUNICATIONS	209-190-0291-010		106.70	07/30/2018
FRONTIER COMMUNICATIONS	7607694074121117		66.69	07/30/2018
FRONTLINE TECHNOLOGIES GROUP	INVUS83862		9,676.56	07/03/2018
HEINIG, SANDRA	District Busines		125.90	07/11/2018
HERFF JONES LLC	928090 929250		21.01	07/03/2018
HERFF JONES LLC	928089		18.46	07/03/2018
HIGHWAY GLASS COMPANY	109653		500.00	07/02/2018
HIGHWAY GLASS COMPANY	109653		715.31	07/02/2018
Horton, Paul	NMSI		251.08	07/11/2018
J4 PROPERTIES GROUP LLC	Lease - August 2		700.00	07/30/2018
Jack Able & Associates	1885		1,257.57	07/02/2018
KARL'S HARDWARE - Rosamond	C519113		92.72	07/02/2018
KERN AUTO PARTS	887416/887336		107.28	07/30/2018
KERN AUTO PARTS	887789		43.10	07/30/2018
KERN AUTO PARTS	887890		47.17	07/30/2018
KERN AUTO PARTS	887416 & 887336		107.28	07/02/2018
KERN COUNTY SUPT SCHOOLS	90010 Addt'l Ser		49,714.00	07/31/2018
KERN COUNTY SUPT SCHOOLS	900108 Addt'l Se		27,014.00	07/31/2018
KERN MACHINERY INC	104-568814		279.38	07/31/2018
KERN MACHINERY INC	104-572024		231.87	07/31/2018
KERN MACHINERY INC	104-566797		168.75	07/02/2018
KIEFFE AND SONS FORD CORP	28539		90.96	07/31/2018
Karl's Hardware	C32242		2.98	07/31/2018
Karl's Hardware	C33138		6.42	07/31/2018
Karl's Hardware	C33111		7.14	07/31/2018
Karl's Hardware	C32051		693.41	07/31/2018
Karl's Hardware	C30776		2.34	07/02/2018
Karl's Hardware	C31024		6.22	07/02/2018
Karl's Hardware	C31118		11.25	07/02/2018
Karl's Hardware	C31116		13.92	07/02/2018
Karl's Hardware	C31562		5.34	07/02/2018
Karl's Hardware	C31651		36.45	07/02/2018
Karl's Hardware	C31669		56.07	07/02/2018
Karl's Hardware	c31684		174.84	07/02/2018
Karl's Hardware	c31690		3.51	07/02/2018
Karl's Hardware	c31766		995.28	07/02/2018
Karl's Hardware	C31761		20.36	07/05/2018
Karl's Hardware	C31527		72.91	07/11/2018
Karl's Hardware	C31731		25.80	07/11/2018
Karl's Hardware	C31831		88.19	07/11/2018
Kristin Blatt	Re-Issue 4444010		125.00	07/09/2018
LANCASTER FLOORING INC	88995		22,129.00	07/11/2018
LAWHON, SHAWN	AP Exams		94.30	07/11/2018
LESLIE'S POOL SUPPLIES INC	4925		182.08	07/31/2018
MOJAVE'S #1 SERVICE CENTER INC	1322327		174.87	07/31/2018
Mary Lawhon	NMSI Travel		231.63	07/30/2018
NEOFUNDS	7900044080460102		1,000.00	07/03/2018

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
OFFICE DEPOT INC	169833118001		4.28	07/31/2018
OFFICE DEPOT INC	169831952001		51.89	07/31/2018
ONSTOTT CONST GRADING & PAVING	June 13, 2018		14,999.00	07/11/2018
P.G.& E.	3728364705-7		209.62	07/31/2018
P.G.& E.	3686698041-4		303.95	07/31/2018
P.G.& E.	5218182618-2		158.36	07/31/2018
P.G.& E.	9335845615-5		7,623.23	07/31/2018
P.G.& E.	3603364713-6		96.66	07/31/2018
P.G.& E.	8950994911-4		46.70	07/31/2018
P.G.& E.	3645031377-4		84.91	07/31/2018
P.G.& E.	3686698041-4		458.10	07/02/2018
P.G.& E.	3645031377-4		84.20	07/02/2018
P.G.& E.	9860994911-4		68.83	07/02/2018
P.G.& E.	9335845615-5		1,242.51	07/02/2018
P.G.& E.	3728364705-7		303.75	07/02/2018
P.G.& E.	5218182618-2		181.52	07/02/2018
P.G.& E.	3603364713-6		108.93	07/03/2018
P.G.& E.	2478366871-8		81.42	07/09/2018
PACIFIC EDUCATORS INS.	Replace 44491674		66.42	07/03/2018
PROACTIVE WORK HEALTH SERV INC	4240-45096		475.00	07/30/2018
PROACTIVE WORK HEALTH SERV INC	4240-44607		75.00	07/02/2018
PRUDENTIAL OVERALL SUPPLY	22628710		225.08	07/02/2018
PRUDENTIAL OVERALL SUPPLY	22632293		225.08	07/11/2018
PRUDENTIAL OVERALL SUPPLY	22632316		132.91	07/11/2018
PRUDENTIAL OVERALL SUPPLY	22628733		132.91	07/02/2018
Public Works	83/85/87/89/91		588.15	07/30/2018
RAMOS/STRONG	320211		1,811.90	07/31/2018
RAMOS/STRONG	320044		1,980.89	07/31/2018
RAMOS/STRONG	320211		3,488.16	07/31/2018
REDWOOD PLUMBING	S313		1,494.16	07/11/2018
RELIABLE A/C AND HEATING	18508		90.00	07/02/2018
RESILITE SPORTS PRODUCTS INC.	1MV000264		8,745.59	07/02/2018
RYDMAN, SKYE	INV. 4		975.00	07/31/2018
S.C.E.	3-001-2454-18		4,457.38	07/31/2018
S.C.E.	3-001-2454-17		4,185.36	07/31/2018
S.C.E.	3-000-9186-18		1,877.21	07/31/2018
S.C.E.	3-001-2454-20		1,027.55	07/31/2018
S.C.E.	3-045-6635-75		23.19	07/31/2018
S.C.E.	3-045-5840-62		26.08	07/31/2018
S.C.E.	3-001-2454-19		5,252.65	07/31/2018
S.C.E.	3-001-2454-19		1,632.12	07/02/2018
S.C.E.	3-001-2454-17		1,581.51	07/03/2018
SANFILIPPO, PATRICK	AP TRAINING		214.81	07/11/2018
SOUTHERN KERN UNIFIED SCH DIST	1864		25,970.35	07/03/2018
SOUTHERN KERN UNIFIED SCH DIST	1866		5,250.00	07/09/2018
SRI M.D., T.J.	May 2018		100.00	07/30/2018
STATE OF CALIFORNIA	310641		192.00	07/09/2018
SchoolCity Inc	35647		15,988.50	07/03/2018

092 MUROC UNIFIED

BOARD BILL APPROVAL LISTING

J90573 APYBRPLO L.00.00 08/29/18 PAGE 4
FROM BATCH: 1 THRU BATCH: 2

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
Sim Sanitation Inc.	39966		140.18	07/31/2018
Sim Sanitation Inc.	39953		554.44	07/31/2018
Sim Sanitation Inc.	39952		554.44	07/31/2018
Sim Sanitation Inc.	39891		70.09	07/31/2018
Sim Sanitation Inc.	39886		231.63	07/31/2018
Sim Sanitation Inc.	39763		140.18	07/03/2018
Sim Sanitation Inc.	39766		231.63	07/03/2018
Sim Sanitation Inc.	39803		75.09	07/03/2018
Sim Sanitation Inc.	39773		70.09	07/03/2018
Sparkletts	16568384061618		190.33	07/02/2018
THUGS TO BUGS	0812		145.00	07/03/2018
TPX COMMUNICATIONS	105414069-0		1,801.81	07/31/2018
TURF STAR INC.	7020022-00		383.74	07/09/2018
Tharold James Dill III	Lease - August 2		700.00	07/03/2018
U.S. BREAKERS	501157		1,971.00	07/11/2018
U.S.BANK CORP PAYMENT SYS	5942		97.00	07/11/2018
U.S.BANK CORP PAYMENT SYS	5942		139.65	07/11/2018
U.S.BANK CORP PAYMENT SYS	6126		1,285.00	07/11/2018
U.S.BANK CORP PAYMENT SYS	6126		606.12	07/11/2018
U.S.BANK CORP PAYMENT SYS	6126		153.15	07/11/2018
U.S.BANK CORP PAYMENT SYS	1041		338.78	07/11/2018
U.S.BANK CORP PAYMENT SYS	1041		1,600.47	07/11/2018
U.S.BANK CORP PAYMENT SYS	1041		89.94	07/11/2018
U.S.BANK CORP PAYMENT SYS	1041		191.49	07/11/2018
U.S.BANK CORP PAYMENT SYS	1041		52.47	07/11/2018
VERIZON WIRELESS	9809652292		1,343.69	07/03/2018
WALTER, JOYCE	DHS Band		49.00	07/11/2018
WAXIE SANITARY SUPPLY	77541082		139.53	07/03/2018
WLC ARCHITECTS	Re-Issue 1617300		18,019.29	07/30/2018
ZONAR SYSTEMS INC	S075995		142.21	07/11/2018
TOTAL FUND 01			328,088.58	

VENDOR NAME	FUND : 13 DESCRIPTION	CAFETERIA EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA DEPT OF EDUCATION	18 SF-28857		57.20	07/30/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0850947		1,238.77	07/31/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0846141		1,282.88	07/03/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0846142		598.21	07/03/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0847568		1,263.00	07/03/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0848956		1,719.32	07/11/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0849946		761.29	07/11/2018
THUGS TO BUGS	0812/0834/0835		75.00	07/03/2018
TOTAL FUND 13			6,995.67	

092 MUROC UNIFIED

BOARD BILL APPROVAL LISTING

J90573 APYBRPLO L.00.00 08/29/18 PAGE 6
FROM BATCH: 1 THRU BATCH: 2

VENDOR NAME	FUND : 21 DESCRIPTION	BUILDING FUND - BOND PROCEEDS EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA FINANCIAL SERVICES	2018-139		10,000.00	07/31/2018
CALIFORNIA PROFESSIONAL MGMT	17500 INV 16		78,177.98	07/03/2018
S.C.E.	321587 Install		545.60	07/31/2018
TRI VALLEY INSPECTIONS INC	7/2/2018		8,232.00	07/09/2018
WLC ARCHITECTS	1617300 INV 18		17,974.82	07/03/2018
WLC ARCHITECTS	1617300 INV 019		18,006.88	07/11/2018
TOTAL FUND 21			132,937.28	

VENDOR NAME	FUND : 35 DESCRIPTION	SCHOOL FACILITIES FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CLM PROFESSIONAL SERV INC	1613		2,616.07	07/09/2018
CLM PROFESSIONAL SERV INC	1613		2,616.07	07/09/2018
J. TORRES CO. INC.	26177		1,243.58	07/03/2018
J. TORRES CO. INC.	26177		1,243.58	07/03/2018
L.Y. Environmental Inc.	9083		5,525.00	07/23/2018
L.Y. Environmental Inc.	9083		5,525.00	07/23/2018
TRI VALLEY INSPECTIONS INC	7/2/2018		4,508.00	07/09/2018
TRI VALLEY INSPECTIONS INC	7/2/2018		4,508.00	07/09/2018
TOTAL FUND 35			27,785.30	
TOTAL DISTRICT			495,806.83	

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE <i>As of</i> Jun-18	25357.27
OUTSTANDING CHECKS	0.00
BALANCE	25357.27
PLUS OUTSTANDING DEPOSITS	50.00
BALANCE	<u><u>25407.27</u></u>

	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		<u><u>0.00</u></u>		
CHECKBOOK BALANCE <i>As of</i> May-18			\$35,046.82	
PLUS RECEIPTS			\$409.00	
BALANCE			35455.82	
LESS DISBURSEMENTS			\$10,048.55	
BALANCE			25407.27	
PLUS/MINUS BANK ERROR				
BALANCE			25407.27	
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE <i>As of</i> Jun-18			<u><u>25407.27</u></u>	

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF Jul-18	25357.27
OUTSTANDING CHECKS	0.00
BALANCE	25357.27
PLUS OUTSTANDING DEPOSITS	50.00
BALANCE	<u><u>25407.27</u></u>

	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		<u><u>0.00</u></u>		
CHECKBOOK BALANCE AS OF Jun-18			\$25,357.27	
PLUS RECEIPTS				
BALANCE			25357.27	
LESS DISBURSEMENTS				
BALANCE			25357.27	
PLUS/MINUS BANK ERROR				
BALANCE			25357.27	
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE AS OF Jul-18			<u><u>25357.27</u></u>	

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 6/30/2018**

Balance as per Alta One Statement 6/30/2018

AltaOne Com. Fed. Credit Union-Savings	\$111.68	
AltaOne Com. Fed. Credit Union-Checking	\$66,794.29	
		\$66,905.97

Less Outstanding Checks:		\$743.75
--------------------------	--	----------

Plus Outstanding Deposits:		
	Balance	\$66,162.22

Oustaing Checks:

Check #	Amount
5781	\$552.35
6001	\$64.82
6005	\$39.53
6006	\$87.05

Total \$743.75

Balance as per Ledgers 5/31/18	Balance	\$68,115.30
--------------------------------	----------------	-------------

Deposits:		\$5,546.44
-----------	--	------------

Less Disbursements:		\$7,499.52
---------------------	--	------------

FINAL BALANCE as of 6/30/2018

		<u><u>\$66,162.22</u></u>
--	--	---------------------------

ASB FINANCIAL REPORT - June 2018

		Beginning			Transfer	Ending
	Group	Balance	Income	Expenses	In Out	Balance
100	Athletics	9,924.28		766.00		9,158.28
101	ASB General	7,892.33	448.40	3,811.41		4,529.32
103	9th Grade	2,856.27	266.17	43.61		3,122.44
104	8th Grade	868.48		739.30		129.18
105	7th Grade	2,508.55				2,508.55
106	12th Grade	1,865.02	110.00	939.09		1,035.93
107	11th Grade	4,487.46				4,487.46
108	10th Grade	4,243.41				4,246.41
109	Soccer Club	1,791.53	88.12			1,879.65
110	Boys Soccer	910.01				910.01
111	Donations	1,184.99				1,184.99
134	D.C. Trip	-135.19				-135.19
135	C.S.F.	210.56	34.00			244.56
137	Academic Decathlon	423.05				423.05
138	Safe School Ambasad	0.00				0.00
140	N.H.S.	173.94	256.75			430.69
141	Boron Boat Builders	7.50				7.50
142	Disc Golf	307.65				307.65
150	Cheerleaders	1,388.97	318.00			1,706.97
151	Cheer Scholarship	1.23				1.23
155	Band	1,488.92				1,488.92
158	Drama	1,367.69				1,367.69
201	Baseball	1,415.75		500.00		915.75
204	H.S. Volleyball	0.00				0.00
205	Shop Acct.	643.82				643.82
206	Operation Success	524.80				527.80
207	Cross Country	487.57				487.57
208	Track	341.25				341.25
212	BHS Enterprise (ROP)	0.00				0.00
215	Varsity Club	1,317.80				1,317.80
220	Yearbook	5,507.59	1,455.00			6,962.59
221	Girl's Basketball	70.82				70.82
223	Varsity Boys Basketba	151.53				151.53
224	Softball	266.32				266.32
228	Mem	235.00				235.00
230	Book Scholarship	4,917.46	2,500.00			7,417.46
231	Minette Scholarship	100.00				100.00
235	Jr.H A.S.B. General	1,345.30				1,345.30
236	Castle Scholarship	4,500.00				4,500.00
237	A.S.B. Lock Acct.	287.50				287.50
250	Football Club	1,043.46				1,043.46
255	Supply Acct.	133.43				133.43
260	Library	754.28				754.28
262	P.E. Uniforms	469.06				469.06
	TOTAL	68,115.30	5,546.44	7,499.52	0.00	66,162.22

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 7/31/2018**

Balance as per Alta One Statement 7/31/2018

AltaOne Com. Fed. Credit Union-Savings	\$111.68	
AltaOne Com. Fed. Credit Union-Checking	\$66,799.06	
		\$66,910.74

Less Outstanding Checks:		\$0.00
--------------------------	--	--------

Plus Outstanding Deposits:		
	Balance	\$66,910.74

Oustaing Checks:

Check # Amount

Total \$0.00

Balance as per Ledgers 6/30/18	Balance	\$66,162.22
--------------------------------	----------------	-------------

Deposits:		\$748.52
-----------	--	----------

Less Disbursements:		\$0.00
---------------------	--	--------

FINAL BALANCE as of 7/31/2018

\$66,910.74

ASB FINANCIAL REPORT - July 2018

	Group	Beginning Balance	Income	Expenses	Transfer In	Transfer Out	Ending Balance
100	Athletics	9158/.28					9,158.28
101	ASB General	4,529.32	748.52				4,529.32
103	9th Grade	3,122.44					3,122.44
104	8th Grade	129.18					129.18
105	7th Grade	2,508.55					2,508.55
106	12th Grade	1,035.93					1,035.93
107	11th Grade	4,487.46					4,487.46
108	10th Grade	4,243.41					4,246.41
109	Soccer Club	1,879.65					1,879.65
110	Boys Soccer	910.01					910.01
111	Donations	1,184.99					1,184.99
134	D.C. Trip	-135.19					-135.19
135	C.S.F.	244.56					244.56
137	Academic Decathlon	423.05					423.05
138	Safe School Ambassad	0.00					0.00
140	N.H.S.	430.69					430.69
141	Boron Boat Builders	7.50					7.50
142	Disc Golf	307.65					307.65
150	Cheerleaders	1,706.97					1,706.97
151	Cheer Scholarship	1.23					1.23
155	Band	1,488.92					1,488.92
158	Drama	1,367.69					1,367.69
201	Baseball	915.75					915.75
204	H.S. Volleyball	0.00					0.00
205	Shop Acct.	643.82					643.82
206	Operation Success	524.80					527.80
207	Cross Country	487.57					487.57
208	Track	341.25					341.25
212	BHS Enterprise (ROP)	0.00					0.00
215	Varsity Club	1,317.80					1,317.80
220	Yearbook	6,962.59					6,962.59
221	Girl's Basketball	70.82					70.82
223	Varsity Boys Basketba	151.53					151.53
224	Softball	266.32					266.32
228	Mem	235.00					235.00
230	Book Scholarship	7,417.46					7,417.46
231	Minette Scholarship	100.00					100.00
235	Jr.H A.S.B. General	1,345.30					1,345.30
236	Castle Scholarship	4,500.00					4,500.00
237	A.S.B. Lock Acct.	287.50					287.50
250	Football Club	1,043.46					1,043.46
255	Supply Acct.	133.43					133.43
260	Library	754.28					754.28
262	P.E. Uniforms	469.06					469.06
	TOTAL	66,162.22	748.52		0.00	0.00	66,910.74

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF	Jun-18	103747.77
OUTSTANDING CHECKS		4041.98
BALANCE		99705.79
PLUS OUTSTANDING DEPOSITS		
BALANCE		<u>99705.79</u>

11220	14.66	11964	16.40
11311	98.22	11995	18.07
11383	80.00	12000	334.41
11453	5.00	12001	88.54
11523	250.00	12002	554.25
11722	10.00	12005	104.99
11729	821.25	12006	79.00
11737	27.57	12007	1092.00
11820	37.76	12053	70.00
11832	69.00	12065	55.00
11871	8.71	12078	115.00
11886	13.99	12085	32.08
11896	46.08		

	2559.74
	<u>4041.98</u>

	<u>1482.24</u>	
CHECKBOOK BALANCE AS OF	May-18	<u>0.00</u>
PLUS RECEIPTS		116465.03
BALANCE		3471.25
LESS DISBURSEMENTS		119936.28
BALANCE		17813.54
PLUS/MINUS BANK ERROR		102122.74
BALANCE		102122.74
PLUS/MINUS ADJUSTMENT		
CHECKBOOK BALANCE AS OF	Jun-18	<u>102122.74</u>

DESERT HIGH SCHOOL
STUDENT BODY FINANCIAL REPORT FOR JUNE 2018

	HIGH SCHOOL	BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
100	STUDENT BODY FUNDS	10339.80	1500.00	565.73		618.63	10655.44
2	ANNUAL	14698.06	1205.00	85.00			15818.06
3	ASB ATHLETICS	0.00					0.00
4	BAND	738.52					738.52
6	BASEBALL, VAR	388.19					388.19
7	BASEBALL, JV	886.90					886.90
8	BASKETBALL, JV BOYS	26.84					26.84
9	BASKETBALL, VAR BOYS	102.65					102.65
10	BASKETBALL, JV GIRLS	0.96					0.96
11	BASKETBALL, VAR GIRLS	0.37					0.37
12	C.S.F.	1546.29	510.00				2056.29
13	CHEERLEADERS	103.17					103.17
14	CROSS COUNTRY	4013.53					4013.53
15	CLASS OF '19 - Juniors	5388.74		211.83			5176.91
16	CLASS OF '18 - Seniors	12413.22		13031.85	618.63		0.00
17	CHOIR CLUB	199.05					199.05
18	DRAMA	2537.26		520.00			2017.26
19	SCORP PALS	0.00					0.00
20	FOOTBALL	0.00					0.00
21	CLASS OF 2021 - Freshmen	2356.06					2356.06
22	DHS Enterprises	0.00					0.00
23	HONORARY HISPANIC SOC.	0.00					0.00
24	CLASS OF 2020 - Sophomores	1708.50	20.00				1728.50
26	N.H.S.	194.80	40.00				234.80
27	CLASS OF '17 - Graduated	0.00					0.00
28	JROTC	4844.87					4844.87
29	PHOTOGRAPHY CLUB	17.20					17.20
30	SPIRIT WEAR - 1410	4678.91					4678.91
31A	SNACK BAR - 1411	24718.29	91.65				24809.94
32	SOFTBALL, VAR	141.20					141.20
34	BOYS/ GIRLS SOCCER	4630.52					4630.52
35	J.V. SOFTBALL	0.00					0.00
36	TENNIS, GIRLS	2851.69					2851.69
38	J.V. VOLLEYBALL	551.03					551.03
39	VOLLEYBALL, VAR	116.14					116.14
40	WRESTLING	345.25					345.25
41	ENVIRONMENTAL	263.35					263.35
42	ROP CLUB	0.00					0.00
43	GOLF CLUB	24.83					24.83
44	DESERT WOOD	0.00					0.00
45	TRACK	940.86					940.86
46	ROBOTICS	4898.85					4898.85
47	FASHION	0.00					0.00
48	Culture Club	329.75					329.75
49	SCIENCE OLYMPIAD	100.72					100.72
	TOTALS	107096.37	3366.65	14414.41	618.63	618.63	96048.61

DESERT JUNIOR HIGH SCHOOL
ASB FINANCIAL REPORT FOR JUNE 2018

[illegible]

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF	Jul-18	103485.70
OUTSTANDING CHECKS		3779.91
BALANCE		99705.79
PLUS OUTSTANDING DEPOSITS		
BALANCE		<u>99705.79</u>

11220	14.66	11964	16.40
11311	98.22	11995	18.07
11383	80.00	12000	334.41
11453	5.00	12001	88.54
11523	250.00	12002	554.25
11722	10.00	12006	79.00
11729	821.25	12007	1092.00
11737	27.57	12078	115.00
11820	37.76		
11832	69.00		
11871	8.71		
11886	13.99		
11896	46.08		

	2297.67
	<u>3779.91</u>

	<u>1482.24</u>	
CHECKBOOK BALANCE AS OF	Jun-18	<u>0.00</u>
PLUS RECEIPTS		102122.74
BALANCE		0.00
LESS DISBURSEMENTS		102122.74
BALANCE		0.00
PLUS/MINUS BANK ERROR		102122.74
BALANCE		102122.74
PLUS/MINUS ADJUSTMENT		
CHECKBOOK BALANCE AS OF	Jul-18	<u>102122.74</u>

DESERT HIGH SCHOOL
STUDENT BODY FINANCIAL REPORT FOR JULY 2018

	HIGH SCHOOL	BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
100	STUDENT BODY FUNDS	10655.44					10655.44
2	ANNUAL	15818.06					15818.06
3	ASB ATHLETICS	0.00					0.00
4	BAND	738.52					738.52
6	BASEBALL, VAR	388.19					388.19
7	BASEBALL, JV	886.90					886.90
8	BASKETBALL, JV BOYS	26.84					26.84
9	BASKETBALL, VAR BOYS	102.65					102.65
10	BASKETBALL, JV GIRLS	0.96					0.96
11	BASKETBALL, VAR GIRLS	0.37					0.37
12	C.S.F.	2056.29					2056.29
13	CHEERLEADERS	103.17					103.17
14	CROSS COUNTRY	4013.53					4013.53
15	CLASS OF '19 - Juniors	5176.91					5176.91
16	CLASS OF '18 - Seniors	0.00					0.00
17	CHOIR CLUB	199.05					199.05
18	DRAMA	2017.26					2017.26
19	SCORP PALS	0.00					0.00
20	FOOTBALL	0.00					0.00
21	CLASS OF 2021 - Freshmen	2356.06					2356.06
22	DHS Enterprises	0.00					0.00
23	HONORARY HISPANIC SOC.	0.00					0.00
24	CLASS OF 2020 - Sophomores	1728.50					1728.50
26	N.H.S.	234.80					234.80
27	CLASS OF '17 - Graduated	0.00					0.00
28	JROTC	4844.87					4844.87
29	PHOTOGRAPHY CLUB	17.20					17.20
30	SPIRIT WEAR - 1410	4678.91					4678.91
31A	SNACK BAR - 1411	24809.94					24809.94
32	SOFTBALL, VAR	141.20					141.20
34	BOYS/ GIRLS SOCCER	4630.52					4630.52
35	J.V. SOFTBALL	0.00					0.00
36	TENNIS, GIRLS	2851.69					2851.69
38	J.V. VOLLEYBALL	551.03					551.03
39	VOLLEYBALL, VAR	116.14					116.14
40	WRESTLING	345.25					345.25
41	ENVIRONMENTAL	263.35					263.35
42	ROP CLUB	0.00					0.00
43	GOLF CLUB	24.83					24.83
44	DESERT WOOD	0.00					0.00
45	TRACK	940.86					940.86
46	ROBOTICS	4898.85					4898.85
47	FASHION	0.00					0.00
48	Culture Club	329.75					329.75
49	SCIENCE OLYMPIAD	100.72					100.72
	TOTALS	96048.61	0.00	0.00	0.00	0.00	96048.61

DESERT JUNIOR HIGH SCHOOL
ASB FINANCIAL REPORT FOR JULY 2018

	JUNIOR HIGH	BEGINNING BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
50	ASB	4.71					4.71
52	JH BASKETBALL	0.04					0.04
53	CHESS CLUB	0.00					0.00
54	BIBLE CLUB	16.60					16.60
55	ODYSSEY OF THE MIND	201.93					201.93
61	CLASS OF 2022 - 7th Grade	2493.87					2493.87
62	LIBRARY	264.46					264.46
64	NAT'L JR HONOR SOCIETY	0.00					0.00
65	JH PATRIOTS	0.00					0.00
67	DESERT TRACK CLUB	0.00					0.00
70	JH SNACK BAR	1392.58					1392.58
72	JH YEARBOOK	0.00					0.00
71	CLASS OF 2023 - 6th Grade	1699.94					1699.94
	JUNIOR HIGH TOTALS	6074.13	0.00	0.00	0.00	0.00	6074.13
PLUS	HIGH SCHOOL TOTALS	96048.61	0.00	0.00	0.00	0.00	96048.61
		102122.74	0.00	0.00	0.00	0.00	102122.74

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Consent Agenda Item

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: September 12, 2018

AGENDA ITEM: Request to Donate District Property

BACKGROUND: The District would like to donate a 40 Foot Man Lift to the Twenty Mule Team Museum in Boron. The Man Lift was originally donated to the District from Rio Tinto many years ago and has lived beyond its useful life. It is a safety hazard and repairs cost more than the value of the equipment. The Man Lift is valued at \$2,000.

RECOMMENDATION: It is recommended that the Board approve the donation of a 40 Foot Man Lift to the Twenty Mule Team Museum in Boron.

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Agreement") is entered into effective August 1, 2018, by and between J4 Properties Group LLC. (hereinafter "Owner" or "Landlord") and Muroc Joint Unified School District (hereinafter called "Tenant").

I. IDENTIFICATION OF PREMISES.

Subject to the terms and conditions in this Agreement, Owner rents to Tenant, and Tenant rents from Owner for residential purposes only, the premises located at **24178 Sage Ave. Boron, California.**

II. TERMS OF THE TENANCY.

The rental will begin on August 1, 2018 for one year. If no new agreement is negotiated by July 31, 2019, this agreement will continue as a month to month agreement. Tenant must give Owner 30 days' notice prior to Tenant vacating the premises. Failure to provide said Notice, Tenant shall be liable for an additional full month's rent after vacating the premises.

III. ACCEPTANCE OF PREMISES.

Tenant accepts the premises in "As Is" condition and acknowledges that Tenant was given the right to inspect same. Owner shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs, or replacements of any nature whatsoever in or to the premises or any building of which they are a part.

IV. PAYMENT OF RENT.

Tenant will pay to Owner monthly rent in the amount of **\$725.00** (seven hundred twenty-five dollars), all payable in advance on the first day of each month. The rent check shall be made payable to J4 Properties.

V. LATE CHARGES.

Rent is due on the first day of each month. If rent is received after the third day of the month the Tenant shall pay Owner a late charge of \$25.00 plus \$5.00 for each additional day rent remains unpaid. Owner does not waive the right to insist on payment of the rent in full on the date it is due.

VI. RETURNED CHECK AND BANK CHARGES.

In the event a check offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment", or a closed or nonexistent account, Tenant shall pay to Owner a returned check charge in the amount of \$35.00 as additional rent plus late fees.

VII. SECURITY DEPOSIT AND BOND FOR SECURITY AGAINST DEFAULTED RENT.

On signing this Agreement, Tenant will pay Owner the sum of \$1000.00 (one thousand dollars) as a security deposit and as a bond for security against defaulted rent (referenced simply as "Security Deposit" hereafter) . Tenant may not apply this Security Deposit to the last month's rent or to any other sum due under this Agreement and any effort to do so shall constitute a breach of this Lease. Within three weeks after Tenant has vacated the premises, returned all keys to the premises to Owner, and provided Owner with a forwarding address, Owner will return Tenant's deposit in full or give Tenant an itemized written list of the reasons for, and the dollar amount of, any of the Security Deposit retained by Owner which was reasonably necessary to remedy Tenant's default in any payment due and unpaid under this Lease, to repair damages to the premises caused by Tenant or Tenant's guests or invitees (including relations and Tenant's moving company, if any), exclusive of ordinary wear and tear, or to clean the premises if necessary. This Security Deposit may also be used by Owner, in Owner's sole and absolute discretion in the event Tenant breaches this Agreement prior to termination of the tenancy (including through failure to pay rent), to satisfy any such breach and, in such event, Tenant will be required to immediately reimburse Landlord for any short fall in the Security Deposit from said cause and failure to do so will be a breach of this Lease and the short fall will immediately become an additional rent obligation. Unless otherwise directed by Owner in writing, Tenant agrees that Tenant will have the entire carpet cleaned at Tenant's expense after vacating the Property.

VIII. UTILITIES.

Tenant is responsible to put all utilities in the name of the tenant and is responsible for all costs involved. Tenant is responsible for any monthly charges of all utilities. Owner assumes NO responsibility of any utilities charges.

IX. TENANT'S MAINTENANCE RESPONSIBILITIES.

Tenant will (1) keep the premises clean, sanitary and in good condition at all times, including upon surrender, and, upon termination of the tenancy, return the premises to Owner in a condition identical, or better, to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the premises resulting from damage caused by Tenant's guests or invitees (including Tenant's moving company, if any, or Tenant's relations) through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, etc., and has found them to be in good, safe and clean condition and repair, except as noted in the Owner/Tenant checklist, a copy of which is appended hereto as Exhibit A. Repairs necessitated by Tenant's neglect, abuse or failure to operate equipment or utilities on the premises, or brought onto the premises by Tenant or Tenant's guests or invitees, will be repaired at Tenant's expense. Tenant agrees to be responsible and reimburse owner for all breakage including, windows,

window panes, window blinds and/or shutters, appliances of Owner, fixtures, curtain rods, etc., loss and damage to owner's property under Tenant's care including any furnishings or window coverings or wallpaper provided with the premises (if any) or any other damage to the interior of the leased premises. Tenant agrees to use cutting boards for cutting and agrees that if the kitchen counter top has knife slice marks upon surrendering the premises to owner that Tenant will pay the amount required to replace the kitchen counters. Tenant is also responsible to keep the stove and any other appliances provided in good repair and in operating condition and keep the sink, garbage disposal, toilet, and drains throughout the house in good operating condition. **Tenant shall call said Owners upon finding any repair needs.** Tenant shall be responsible for any repairs costs due to Tenant trying to make repairs that are not pre-approved by Owners. Tenant is responsible to keep the front lawn in clean and presentable condition. Lawn must be watered and mowed at the Tenant's expense.

X. REPAIRS AND ALTERATION'S BY TENANT.

Except as provided by law, **no repairs, decorating, or alterations shall be done without Owner's prior written consent.** Decorating includes, but is not limited to, painting, wallpapering, hanging of ceiling lamps or posters. (Tenant is advised that owner generally will not approve painting with colors different from those selected by Owner and, as noted, no painting with any color paint shall occur without Owner's prior written consent). **Tenant shall not commit waste (severe damage) or suffer waste to be committed upon the property and no change or alterations of the premises shall be made or partitions erected or walls papered without the consent in writing of the Owner.** Failure to obtain Owner's advance written consent prior to undertaking any of the foregoing activities will obligate the Tenant to remove any added items and to place the premises back to their original state, all at Tenant's expense. **Tenant will not, without Owner's prior written consent, alter or re-key or add any locks to the premises.** Tenant will also provide Owner with a key or keys capable of unlocking all such locks. Tenant further agrees to notify Owner if they install any burglar alarm system, including instructions on how to disarm it should Owner so request. **Tenant also shall not enter upon any part of the roof of said premises for any purpose whatsoever without Owner's prior written consent,** which consent can be withheld for any reason in Owner's sole and absolute discretion. Any alterations, additions, or attachments made to the premises during the tenancy shall become the property of Owner at the end of the tenancy unless Owner requires their removal.

XI. FAILURE OF TENANT TO MAKE REPAIRS.

Tenant shall forthwith make all repairs required of Tenant under this Agreement. If Tenant fails to make such repairs, Owner may, but shall not be obligated to, make such repairs and Tenant shall be obligated to immediately reimburse Owner for the cost thereof as additional payment of rent under this Agreement.

XII. VIOLATING LAWS AND CAUSING DISTURBANCES PROHIBITED.

Tenant and Tenant's guests or invitees will not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other of Owner's tenants or any nearby resident, whether or not a tenant of Owner.

XIII. PETS.

All animals must be pre-approved by Owners. Animals are to be kept outside. Any damages caused by pets are sole responsibility of Tenant. Additional charges may be assessed for certain pets and conditions.

XIV. OWNER'S RIGHT TO ACCESS.

Owner may enter the premises in the event of any emergency to make repairs or improvements or to show the premises to prospective buyers or tenants. Owner may also enter the premises to examine the premises or to make such repairs as may be deemed necessary by Owner. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, owner shall give Tenant 24 hour notice before entering.

XV. TERMITE CONTROL.

If the Owner must have the premises vacated for termite, pest, or vermin control, Tenant agrees to temporarily vacate the premises as requested for that period necessary to complete the fumigation. Tenant agrees to comply with all instructions and requirements of the fumigation company in regard to preparation of the premises at no expense to Owner. Such preparation shall include, but not be limited to, bagging of food and other perishables. Owner will not be held liable for any hotel or restaurant charges, or other resulting expenses, incurred by Tenant and no adjustment of rent for the premises will be provided.

XVI. POSSESSION OF THE PREMISES.

If, after signing the Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement. If Owner is unable to deliver, or to continue to deliver, prolonged possession of the premises to Tenant for any reason not within Owner's control, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such Event, Owner's liability to Tenant will be limited to return of sums previously paid by Tenant to Owner for which no benefit has been received. Tenant covenants that Tenant will occupy the premises continually, except for normal vacation period, and agrees that any absence therefrom, for more than one week (7 days) during any part of which time rental is delinquent shall be conclusively presumed to be an abandonment of the premises at the sole option of Owner, without notice, and Owner shall have the right to enter the premises, with a witness, under such circumstances, and inventory the Tenant's goods and personal belongings and place such property in a commercial storage unit at Tenant's expense and to then re-rent the premises. Tenant hereby consents to said entry,

inventorying, storage, and re-renting.

XVII. OBLIGATIONS OF OWNER.

Owner at its sole cost and expense shall keep and maintain the exterior walls, roof, electrical wiring, heating system, air conditioning system (if any), water heater and water lines in good and sanitary condition and repair, except where damage, if any, has been caused by Tenant's breach of any of the terms of this Agreement or by the abuse or negligence of Tenant, in which event Tenant shall repair same at Tenant's sole cost and expense.

XVIII. NON-RESPONSIBILITY OF OWNER AND OWNER'S RIGHT TO INDEMNITY.

Owner shall not be liable or responsible in any way for injury to any person or for loss of, or damage to, any personal property located on, or proximate to, said premises belonging to Tenant or any one else (including, but not limited to furniture, appliances, electrical equipment (including, but not limited to, computers and entertainment systems and automobiles), and Tenant waives any right to any damages therefrom and Tenant also agrees to hold Owner harmless for any such liability and shall defend Owner at Tenant's expense against any claim for such liability brought by Tenant or any other person or entity, through counsel of Owner's choosing for all costs incurred by Owner, including attorney fees and court costs. This Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation to Tenant, caused by strike, riot, accident, the making of necessary repairs to the building or any other cause beyond Owner's control. Owner shall not be liable for any loss or injury of any kind to any persons (including Tenant's guests or invitees) or property (including property of Tenant's guests or invitees) occasioned by failure to keep said premises in repair resulting from or occasioned by or from the malfunctioning, bursting, stoppage, back up, or leakage of utility lines, waste lines, plumbing, plumbing lines, gas, water, sewage, fixtures, or other pipes or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipes, in, above, under or about said premises, or by water coming through the roof, vents, ducts, or otherwise, or arising from earthquake, explosion, fire, theft, riots, or any act of nature or any act of other persons or Tenant or other tenants upon or proximate to the demised premises or any portion of the building of which they are a part and Tenant waives any right to any damages therefrom and Tenant also agrees to hold Owner harmless for any such liability and shall defend Owner at Tenant's expense against any claim for such liability brought by Tenant or any other person or entity, through counsel of Owner's choosing for all costs incurred by Owner, including attorney fees and court costs. The waiver and indemnity provisions herein shall be construed as broadly as possible under the law. Interruption or failure of any service or utility maintained in the building complex in which the demised premises is located, if due to causes beyond Owner's control, shall not entitle Tenant to any claim against owner or to any reduction in rent and shall not constitute constructive eviction unless Owner shall fail to take such measures as may be reasonable under the circumstances to restore the service without undue delay.

XIX. REMEDIES AND ATTORNEY FEE PROVISION.

In the event of any default by Tenant, Owner shall have the right to eject Tenant as provided by law. Any default in any payment obligation of any kind under this Agreement shall cause that indebtedness to become part of the rental obligation under this Agreement and shall be subject to a three day notice if not paid when due. In the event Tenant breaches any of the terms of this Agreement and/or abandons the property without due notice, or if Tenant's right to possession is terminated by Owner because of a breach of this Agreement, in addition to all other damages and remedies to which Owner is entitled by law, it is agreed that Owner may also recover from Tenant the amounts set forth in Paragraph 1951.2 of the Civil Code, including the worth at the time of judgment or award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. Tenant shall also be responsible for and shall immediately reimburse Owner for all of Owner's advertising costs and property rehabilitation costs (cleaning, painting, repair) and a rent-up fee equal to fifty percent (50%) of the then current monthly rental amount provided for under the terms of this Agreement. Tenant further agrees to forfeit to Owner the entirety of the Security Deposit required under this Agreement if Tenant moves out of the premises prior to July 31, 2019. In the event it shall become necessary for Owner to employ an attorney to enforce any of Owner's rights hereunder, Tenant agrees to pay to Owner the actual amount of all costs, expenses, and attorney's fees incurred by Owner in connection herewith whether or not suit is filed. In the event of a legal dispute between the parties, Tenant waives the right to demand a jury trial. Any controversy relating to a condition of the premises claimed to make them untenable may not be submitted by arbitration.

XX. INSURANCE.

Tenant should purchase his/her own insurance protection policy. Tenant acknowledges that Tenant is aware, and Tenant agrees, that Owner's insurance policy(ies) does/do not protect the Tenant or the property of the Tenant.

XXI. IDENTIFICATION OF PARTIES.

"Owner" includes Owner, manager, agent or employee acting as manager, and "Tenant" includes all persons designated as such in this Agreement without respect to number or gender. A singular reference includes the plural and any gender reference includes the applicable gender.

XXII. VALIDITY OF EACH PART.

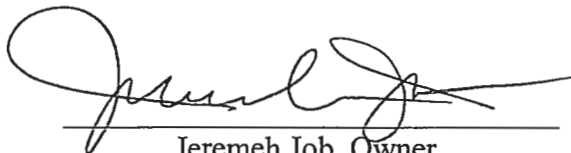
If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provisions of this Agreement.

XXIII. ENTIRE AGREEMENT.

This Agreement, including the attachments hereto, which are referenced in this Agreement, constitutes the entire Agreement between the parties. There are no representations

not expressed herein. This Agreement may not be modified except in writing executed by both parties. This Agreement may not be modified by any other means, including, but not limited to, alleged oral representations or promises by Owner or its agents. However, Owner reserves the right and Tenant agrees to extend the right to Owner, to make reasonable rules and regulations in addition to the present covenants and rules, which, in the Owner's sole and exclusive judgment, may become necessary. All additions and pages attached hereto and signed by Tenant which are referenced within the body of this Agreement form an integral part of this Agreement and **UPON SIGNING, THE TENANT ENDORSES THE FACT THAT S/HE HAS READ AND UNDERSTOOD THE AGREEMENT IN ITS ENTIRETY, WITH NO EXCEPTIONS, AND ACCEPTS ALL OF ITS TERMS.** The captions herein are for convenience of reference only and shall have no bearing on the interpretation of this document which shall be construed in accordance with the laws of the State of California with the exception that the Agreement shall not be construed against Owner as the drafter thereof, but shall be construed based on its plain language.

Each and all provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, and successors or assignees of Owner and the heirs, executors and administrators of Tenant. In witness whereof the parties have set forth their hands effective as of the effective date set forth above.


Jereme Job, Owner
Signing for J4 Properties Group LLC

Trevor Walker, Chief Business Officer
Muroc Joint Unified School District

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of August 20, 2018 by and between Muroc Joint Unified School District ("DISTRICT") of 17100 Foothill Blvd, North Edwards, California 93523, and Excel Education & Therapy Group, LLC ("EXCEL") of 43975 15th St West, Lancaster, California 93534.

1. DESCRIPTION OF SERVICES. Beginning on August 20, 2018, EXCEL will provide to DISTRICT the following services (collectively, the "Services"):

EXCEL agrees to provide the DISTRICT special education services to the students in the Muroc Joint Unified School District at the rate of \$100.00 per hour. Services will begin on August 20, 2018 and shall be completed on December 20, 2018. EXCEL understands that he/she is not an employee of the DISTRICT and is not entitled to benefits which District employees are normally entitled, including but not limited to, State Unemployment Compensations or Workers Compensation. Service provider shall assume full responsibility for payment of all Federal, State, and local taxes including Unemployment Insurance, Social Security, and Income taxes.

2. PAYMENT. Payment shall be made to Excel Education & Therapy Group, LLC, Lancaster, California 93534.

DISTRICT agrees to pay EXCEL as follows:

DISTRICT will receive invoice(s) from EXCEL at the end of each month for each invoice presented for provided special education services.

Payment terms are net 30.

DISTRICT shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if DISTRICT fails to pay for the Services when due, EXCEL has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will commence on August 20, 2018 and terminate automatically on December 20, 2018

4. CONFIDENTIALITY. EXCEL, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of EXCEL, or divulge, disclose, or communicate in any manner, any information that is proprietary to DISTRICT. EXCEL and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by DISTRICT of these confidentiality obligations which allows EXCEL to disclose DISTRICT's confidential

information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, EXCEL will return to DISTRICT all records, notes, documentation and other items that were used, created, or controlled by EXCEL during the term of this Contract.

5. HOLD HARMLESS. EXCEL shall defend, indemnify and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of Consultant, its officers, agents or employees relating to this Agreement.

District shall defend, indemnify and hold EXCEL, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of District, its officers, agents or employees relating to this Agreement.

6. WARRANTY. EXCEL shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in EXCEL's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to EXCEL on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party

prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

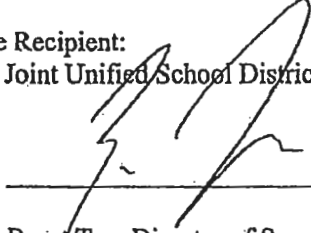
16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

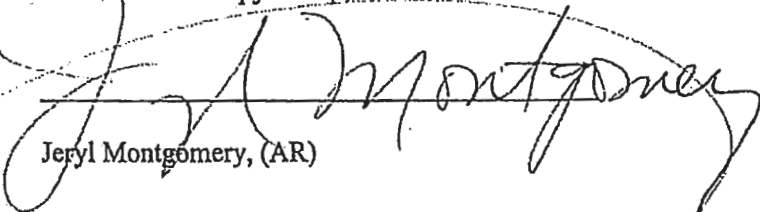
17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above written. Brent Tan for Muroc Joint Unified School District, and Jeryl Montgomery for Excel Education & Therapy Group, LLC, effective as of the date first above written.

Service Recipient:
Muroc Joint Unified School District

By: 
Brent Tan, Director of Special Education

Service Provider:
Excel Education & Therapy Group, LLC

By: 
Jeryl Montgomery, (AR)

MUROC JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into between the Muroc Joint Unified School District (hereinafter referred to as "District") and Tamara Agundez ("Consultant") and is dated, for reference, 2018-08-20.

The parties agree as follows:

1. **CONSULTANT SERVICES.** Consultant agrees to render services as assigned by the District Superintendent or designee consistent with and relating to: Community Health Care
2. **PAYMENT FOR SERVICES.** Consultant agrees to undertake the work defined in paragraph 1 for payment at the rate of \$50.00 per hour. Total contract not to exceed \$50,000.00.
 - District will supply consultant with a 1099 as required.
 - District retains the right to set the hours of employment.

All payments will be based on monthly invoices submitted to District by Consultant and approved by District's authorized representative.

Consultant will invoice District monthly for services performed. The District will render payment to Consultant net 30 from invoice receipt.

3. **TERM OF AGREEMENT.** The term of this Agreement will begin on August 20, 2018 and ends November 30, 2018. Extension or renewal requires approval of District or its authorized representative in writing. Compensation will not be increased without written approval of the District or its authorized representative.

This Agreement may be terminated by District at any time with five (5) days prior written notice to Consultant. In the event of termination for reasons other than cause, Consultant need be compensated only the extent required by law.

4. **TIME FOR PERFORMANCE.** All services required of the Consultant will be completed on or before the specified end of the term.
5. **RECORDS.** Consultant will maintain full and accurate records in connection with the Agreement and will make them available to District for inspection at any time. Consultant's work product produced under this Agreement shall be the property of District, including, but not limited to, reports to the Muroc Joint Unified School District Board of Trustees, or other reports that Consultant may be asked to generate.
6. **STATUS OF CONSULTANT.** District and Consultant agree that Consultant, in performing the services specified in this Agreement, shall act as an independent Consultant and shall have control of all work assigned and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with District. Consultant will not accept such engagements which interfere with performance under this Agreement. Consultant is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

Consultant Agreement – Page 2

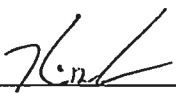
7. **HOLD HARMLESS.** Consultant shall defend, indemnify and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of Consultant, its officers, agents or employees relating to this Agreement.
8. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees and their duties, including but not limited to California Education Code, HIPPA, FERPA, workers' compensation, and tax laws. Consultant will furnish District with a current W-9 prior to receiving payment.
9. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District or its authorized representatives of the parties and their business addresses as follows:
10. **DESIGNATION OF REPRESENTATIVES.** For purposes of performance and notifications, the representatives of the parties and their business address are as follows:

Consultant: Tamara Agundez

[REDACTED]

District: Kevin D. Cordes
Muroc Joint Unified School District
17100 Foothill Avenue
North Edwards, CA 93523

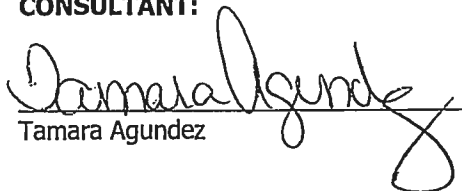
DISTRICT:



Kevin D. Cordes
Superintendent

Date: 9-6-18

CONSULTANT:



Tamara Agundez

Date: August 24, 2018

Taxpayer ID or Social Security Number

MUROC JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into between the Muroc Joint Unified School District (hereinafter referred to as "District") and Skye Rydman ("Consultant") and is dated, for reference, 2018-8-1.

The parties agree as follows:

1. **CONSULTANT SERVICES.** Consultant agrees to render services as assigned by the District Superintendent or designee consistent with and relating to: Student Wrap Around Services
2. **PAYMENT FOR SERVICES.** Consultant agrees to undertake the work defined in paragraph 1 for payment at the rate of \$50.00 per hour. Total contract not to exceed \$50,000.
 - District will supply consultant with a 1099 for as required.
 - District retains the right to set the hours of employment.

All payments will be based on invoices submitted to District by Consultant and approved by District's authorized representative.

Consultant will invoice District monthly for services that will be performed. The District will render payment to Consultant at the beginning of each month.

3. **TERM OF AGREEMENT.** The term of this Agreement will begin on July 1, 2018 and ends June 6, 2019. Extension or renewal requires approval of District or its authorized representative. Compensation will not be increased without approval of the District or its authorized representative.

This Agreement may be terminated by District at any time on fifteen (15) days prior written notice to Consultant. In the event of termination for reasons other than cause, Consultant need be compensated only the extent required by law.

4. **TIME FOR PERFORMANCE.** All services required of the Consultant will be completed on or before the specified end of the term.
5. **RECORDS.** Consultant will maintain full and accurate records in connection with the Agreement and will make them available to District for inspection at any time. Consultant's work product produced under this Agreement shall be the property of District, including, but not limited to, reports to the Muroc Joint Unified School District Board of Trustees, or other reports that Consultant may be asked to generate. Consultant agrees to keep copies of records for a period of no less than one (1) year.
6. **STATUS OF CONSULTANT.** District and Consultant agree that Consultant, in performing the services specified in this Agreement, shall act as an independent Consultant and shall have control of all work assigned and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with District. Consultant will not accept such engagements which interfere with performance under this Agreement. Consultant is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

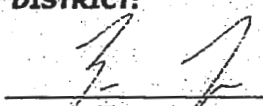
Consultant Agreement -- Page 2

7. **HOLD HARMLESS.** Consultant shall defend, indemnify and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of Consultant, its officers, agents or employees relating to this Agreement.
8. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District or its authorized representatives of the parties and their business addresses as follows:
10. **DESIGNATION OF REPRESENTATIVES.** For purposes of performance and notifications, the representatives of the parties and their business address are as follows:

Consultant: Skye Rydman

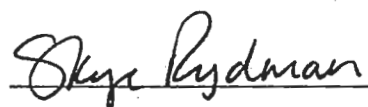
District: Muroc Joint Unified School District
17100 Foothill Avenue
North Edwards, CA 93523

DISTRICT:


Brent B. Tan
Assistant Superintendent

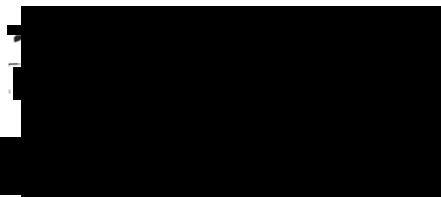
Date: 8/1/18

CONSULTANT:


Skye Rydman

Date: 8.1.18





City State Zip

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: **Approve Certificated Stipends**

BACKGROUND: Throughout the year it is necessary to cover certificated assignments with temporary personnel.

RECOMMENDATION: It is recommended that the Board approve the following certificated stipends.

Name	Assignment	Site	Pay Rate	Effective Date
Bonham, Scott	Summer School Teacher	DJ/SHS	\$2,294.00	07/30/2018
Chavez, Angela	Cheer Coach	BJ/SHS	\$2,350.00	08/20/2018
Cordes, Allison	Prep Buyout	District	\$1,874.03/Month	08/17/2018
Davies, Elizabeth	Prep Buyout	BJ/SHS	\$1,256.06/Month	08/17/2018
Day, Travis	Prep Buyout	BJ/SHS	\$1,256.06	08/17/2018
Day, Travis	Asst. Varsity Football Coach	BJ/SHS	\$2,016.00	08/01/2018
Garrett, Stacey	Varsity Volleyball Coach	BJ/SHS	\$2,616.00	08/20/2018
Hiegel, Charissa	JV Volleyball Coach	BJ/SHS	\$2,016.00	08/20/2018
Horton, Paul	Varsity Tennis Coach	DJ/SHS	\$2,593.00	07/30/2018
Howard, Michael	JV Head Football Coach	BJ/SHS	\$2,294.00	08/01/2018
Kostopoulos, Robert	Head Varsity Football Coach	BJ/SHS	\$2,894.00	08/01/2018
Meurer, Patricia	Substitute Teacher	District	\$ 165.00/Day	08/20/2018
Nollinger, Nina	JV Volleyball Coach	DJ/SHS	\$2,016.00	07/30/2018
Ogles Stephanie	Substitute Teacher	District	\$ 165.00/Day	08/20/2018
Parker, Dante	Head Varsity Football Coach	DJ/SHS	\$2,616.00	07/30/2018
Perry, Michelle	Cross Country Coach	DJ/SHS	\$2,593.00	07/30/2018
Polbos, Wilbur	Cross Country Coach	BJ/SHS	\$2,315.00	08/20/2018
Richardson, Bryan	Prep Buyout	BJ/SHS	\$1,230.61	08/17/2018
Stucki, Marjorie	Prep Buyout	BJ/SHS	\$1,531.08	08/17/2018
Wiggs, William	Prep Buyout	DJ/SHS	\$1685.29	08/17/2018
Wiser-Ramirez, Stacey	Varsity Volleyball Coach	DJ/SHS	\$2,616.00	07/30/2018

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: **Approve Certificated Resignation**

BACKGROUND:

Mary Lawhon, has submitted her letter of resignation as a Mathematics Teacher at Desert Junior/Senior High School effective June 8, 2018. Mary has been with the district since August 17, 2006.

RECOMMENDATION: It is recommended that the Board approve the resignation submitted to and accepted by the Superintendent.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: August 8, 2018

AGENDA ITEM: **Approve Classified Resignations**

BACKGROUND:

Guadalupe Carrillo, has submitted his resignation as a Groundskeeper at Edwards FOP effective August 10, 2018. He has accepted another position within the District.

Logan Shuff, has submitted her resignation as a Campus Aide at Branch Elementary School, effective September 5, 2018. She has accepted another position within the District.

Jonathan Soules, has submitted his resignation as a Special Education Instructional Aide, S.C.I.A. at Desert Junior/Senior High School effective September 7, 2018. He has accepted another position within the District.

Kenneth Crow, has submitted his resignation as Lead Custodian at Edwards FOP effective September 7, 2018. He has accepted another position within the District.

RECOMMENDATION: It is recommended that the Board accept the resignations of the above listed classified employees.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: **Approve Changes to Classified Assignments**

BACKGROUND: Due to a change in assignment in the classified staff, the employees on the following list are being recommended for approval.

RECOMMENDATION: It is recommended that the Board approve the classified changes on the following list.

CLASSIFIED EMPLOYEE CHANGE

Board Meeting Date: September 12, 2018

Jonathan Soules, Special Education Instructional Aide, S.C.I.A., new position, Desert Jr/Sr High School, 7.05 hours/day avg, \$2,023.55/month, 9.5 month position, effective August 20, 2018.

Guadalupe Carrillo, Maintenance Worker, new position, Edwards FOP, 8.0 hours/day, \$3,915.60, 12 month position, effective August 13, 2018.

Noe Carrillo, Maintenance Worker, new position, Edwards FOP, 8.0 hours/day, \$3,915.60, 12 month position, effective August 13, 2018.

Shuff, Logan, Campus Aide, new position, Branch Elementary, 3.7 hours/day avg., \$830.28, 9.5 month position, effective September 6, 2018.

Jonathan Soules, Computer Lab Instructional Aide, new position, Branch Elementary, 6.25 hours/day, \$2005.58, 9.5 month position, effective September 10, 2018.

Kenneth Crow, Sr. Maintenance Worker, new position, Edwards FOP, 8 hours/day, \$3359.20, 12 month position, effective September 10, 2018.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: **Approve Classified Employees**

BACKGROUND: Due to vacancies and/or new positions in the classified staff, the employees on the list below are being recommended for appointment.

RECOMMENDATION: It is recommended that the Board approve the classified appointments on the list below.

CLASSIFIED EMPLOYEES

Board Meeting Date: September 12, 2018

Randolph Smith, Bus Driver, new assignment, Transportation, 4.8 avg. hours/day, E, Step 2, \$1,446.28/month, 9.5 month position, effective August 20, 2018.

Eyda Osorio, Campus Aide, new assignment, Desert Junior/Senior High School, 3.5 hrs/day avg., AA, Step 1, \$785.40/month, 9.5 month position, effective August 20, 2018.

Fietkau, Angela, Special Education Instructional Aide; S.C.I.A., new assignment, Branch Elementary School, 2.47 avg. hours/day, E, Step 1, \$708.96/month, 9.5 month position, effective August 31, 2018.

O'Neal, Jena, Campus Aide, new assignment, Branch Elementary School, 2.7 avg. hours/day, AA, Step 1, \$605.88/month, 9.5 month position, effective September 4, 2018.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: Approve Classified Substitute

BACKGROUND: Due to the need to cover classified assignments when employees are ill or on leave, there is a need to maintain a pool of substitutes.

RECOMMENDATION: It is recommended that the Board approve the individuals on the attached list to serve as a substitute in the District.

TEMPORARY CLASSIFIED ASSIGNMENT Board Meeting Date: September 12, 2018

Name	Assignment	Pay Rate	Effective Date
Arbon, June Leigh	Campus Aide	\$11.00/Hour	8/20/2018
	Clerk	\$11.50/Hour	8/20/2018
	Library Assistant	\$12.00/Hour	8/20/2018
	Instructional Aide	\$12.50/Hour	8/20/2018
Barbalace, Santiago	Campus Aide	\$11.00/Hour	9/07/2018
	Cafeteria Worker/Cash.	\$11.50/Hour	9/07/2018
	Clerk	\$11.50/Hour	9/07/2018
	Custodian	\$12.00/Hour	9/07/2018
	Groundskeeper	\$12.00/Hour	9/07/2018
	Van Driver	\$12.00/Hour	9/07/2018
	Instructional Aide	\$12.50/Hour	9/07/2018
	Maintenance Worker	\$12.50/Hour	9/07/2018
	Mechanic	\$13.00/Hour	9/07/2018

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: September 12, 2018

AGENDA ITEM: **Approve District Volunteers**

BACKGROUND: In order to enhance our programs for students, it is often necessary to use community and parent volunteers.

RECOMMENDATION: It is recommended that the Board approve/ratify the volunteers on the following list.

VOLUNTEER

Board Meeting Date: September 12, 2018

Anderson, Rachel
Breen, Nicholas A.
Cole, Jennifer
Finney, Christie
Heary, Vianka
Jude, Kelly
Kress, Mandy
Lukenbill, Kathryn
McMorris, Nicole
Plancarte, Brizeida

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 9-18-01**

**RESOLUTION REGARDING THE INCREASE OF
CLASSIFIED SERVICES**

WHEREAS, due to an increase in responsibilities, the Board of Trustees hereby finds it is in the best interest of this school district that as of September 13, 2018, certain services now being provided by the District be increased by the following extent:

No. of Positions	JOB TITLE	INCREASE
1	Special Education Instructional Aide – S.C.I.A.	1 hours avg./day

NOW, THEREFORE, BE IT RESOLVED that one classified position be increased to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular board meeting of the Board of Trustees on September 12, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Date: September 12, 2018

GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT

By: _____
Sherman Burkhead Jr.
President of the Governing Board

By: _____
Kevin D. Cordes
Secretary of the Governing Board

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 9-18-05**

**RESOLUTION REGARDING THE INCREASE OF POSITION
OF CLASSIFIED SERVICES**

WHEREAS, this Board hereby finds it is in the best interest of this school district that as of September 13, 2018, the following position be added:

NO. OF POSITIONS	JOB TITLE	ADD
1	Special Education Instructional Aide – S.C.I.A.	6.05 hours average/day

NOW, THEREFORE, BE IT RESOLVED that one classified position be added to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular board meeting of the Governing Board on September 12, 2018 by the following vote:

AYES:
NOES:
ABSENT:

Date: September 12, 2018

GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT

By: _____
Sherman Burkhead Jr.
President of the Governing Board

By: _____
Kevin D. Cordes
Secretary of the Governing Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-06

On the motion of Trustee _____, seconded by _____, a resolution in accordance with Title 5 Section 80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In accordance with the provisions of Title 5 Section 80020.4.1: *Services a Teacher May Provide*. The holder of a teaching credential based on a bachelor's degree, teacher preparation, and student teaching to develop, direct, implement or coordinate programs of staff development or curricular development at the school site, school district, or county level.

Name of Teacher

Subject(s) to be Taught

Allison Cordes

ELD Coach

PASSED AND ADOPTED this 12th day of September, 2018, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-07

On the motion of Trustee _____, seconded by _____, a resolution in accordance with Title 5 Section 80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In accordance with the provisions of Education Code Section 44865 the following listed teacher who holds a valid teaching credential, may be assigned with his/her consent, to teach any subject in which he/she has been deemed qualified for assignment as a teacher to one or more of the following: (a) Home teacher; (b) Classes organized primarily for adults; (c) Hospital classes; (d) Necessary small high schools; (e) Continuation schools; (f) Alternative schools; (g) Opportunity schools; (h) Juvenile court schools; (i) County community schools; (j) District community day schools; (k) Independent study.

Name of Teacher

Subject(s) to be Taught

Elizabeth Davies

Alternative Education

PASSED AND ADOPTED this 12th day of September, 2018, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-08

On the motion of Trustee _____, seconded by _____, a resolution in accordance with Title 5 Section 80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In accordance with the provisions of Education Code Section 44865 the following listed teacher who holds a valid teaching credential, may be assigned with his/her consent, to teach any subject in which he/she has been deemed qualified for assignment as a teacher to one or more of the following: (a) Home teacher; (b) Classes organized primarily for adults; (c) Hospital classes; (d) Necessary small high schools; (e) Continuation schools; (f) Alternative schools; (g) Opportunity schools; (h) Juvenile court schools; (i) County community schools; (j) District community day schools; (k) Independent study.

Name of Teacher

Subject(s) to be Taught

Marjorie Stucki

Chemistry

PASSED AND ADOPTED this 12th day of September, 2018, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-09

On the motion of Trustee _____, seconded by
_____, a resolution in accordance with Title 5 Section
80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School
District and hereby ordered that:

In accordance with the provisions of Education Code Section 44865 the following listed teacher who holds a valid teaching credential, may be assigned with his/her consent, to teach any subject in which he/she has been deemed qualified for assignment as a teacher to one or more of the following: (a) Home teacher; (b) Classes organized primarily for adults; (c) Hospital classes; (d) Necessary small high schools; (e) Continuation schools; (f) Alternative schools; (g) Opportunity schools; (h) Juvenile court schools; (i) County community schools; (j) District community day schools; (k) Independent study.

Name of Teacher

Subject(s) to be Taught

Heidi Jensen

Mathematics

PASSED AND ADOPTED this 12th day of September, 2018, by the
Governing Board of the Muroc Joint Unified School District of Kern County,
California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the
Muroc Joint Unified School District of Kern County, California, do hereby
certify that the foregoing is a full, true, and correct copy of a resolution adopted
by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-10

On the motion of Trustee _____, seconded by _____, a resolution in accordance with Title 5 Section 80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In accordance with the provisions of Education Code Section 44865 the following listed teacher who holds a valid teaching credential, may be assigned with his/her consent, to teach any subject in which he/she has been deemed qualified for assignment as a teacher to one or more of the following: (a) Home teacher; (b) Classes organized primarily for adults; (c) Hospital classes; (d) Necessary small high schools; (e) Continuation schools; (f) Alternative schools; (g) Opportunity schools; (h) Juvenile court schools; (i) County community schools; (j) District community day schools; (k) Independent study.

Name of Teacher

Subject(s) to be Taught

Paul Horton

Alternative Education

PASSED AND ADOPTED this 12th day of September, 2018, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-11

On the motion of Trustee _____, seconded by
_____, a resolution in accordance with Title 5 Section
80020.4.1 was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School
District and hereby ordered that:

In accordance with the provisions of Education Code Section 44263 the following listed
teacher(s) who hold a teaching credential may be assigned, with her/her consent, to
teach any subject in which he/she has completed 18 or more semester hours of
coursework or 9 semester hours of upper division or graduate coursework.

Name of Teacher

Subject(s) to be Taught

Deric English

Health

PASSED AND ADOPTED this 12th day of September, 2018, by the
Governing Board of the Muroc Joint Unified School District of Kern County,
California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the
Muroc Joint Unified School District of Kern County, California, do hereby
certify that the foregoing is a full, true, and correct copy of a resolution adopted
by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 9-18-12**

**RESOLUTION REGARDING THE DECREASE OF
CLASSIFIED SERVICES**

WHEREAS, due to a decrease in responsibilities, the Board of Trustees hereby finds it is in the best interest of this school district that as of September 13, 2018, certain services now being provided by the District be decreased by the following extent:

NO. OF POSITIONS	JOB TITLE	DECREASE
1	Bus Driver	1.42 hrs./week

NOW, THEREFORE, BE IT RESOLVED that one classified position be decreased to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular board meeting of the Board of Trustees on September 12, 2018, by the following vote:

AYES:
NOES:
ABSENT:

Date: September 12, 2018

GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT

By: _____
Sherman Burkhead Jr.
President of the Governing Board

By: _____
Kevin D. Cordes
Secretary of the Governing Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-13

On the motion of Trustee _____, seconded by _____, a resolution to approve a Variable Term Waiver was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In order to approve the appointment of the following individual, as a Music Teacher, a Variable Term Waiver is necessary to waive Ed Code 44252(b), Ed Code 44253.3 and Title V 80021.1 as a candidate completes California requirements for an Multiple Subject Credential. It is recommended that the Board approve the Variable Term Waiver for the following appointment.

<u>Name of Candidate</u>	<u>Assignment</u>
Miraflor Ramas	Elementary

PASSED AND ADOPTED this 12th day of September 12, 2018, by the

Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-14

On the motion of Trustee _____, seconded by _____, a resolution to approve a Variable Term Waiver was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In order to approve the appointment of the following individual, as a Music Teacher, a Variable Term Waiver is necessary to waive Ed Code 44252(b), Ed Code 44253.3 and Title V 80021.1 as a candidate completes California requirements for an Education Specialist Instruction Credential. It is recommended that the Board approve the Variable Term Waiver for the following appointment.

<u>Name of Candidate</u>	<u>Assignment</u>
Fred Arbon	Special Education

PASSED AND ADOPTED this 12th day of September 12, 2018, by the

Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 9-18-15

On the motion of Trustee _____, seconded by _____, a resolution to approve a Variable Term Waiver was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In order to approve the appointment of the following individual, as a Music Teacher, a Variable Term Waiver is necessary to waive Ed Code 44252(b), Ed Code 44253.3 and Title V 80021.1 as a candidate completes California requirements for a Single Subject Science Credential. It is recommended that the Board approve the Variable Term Waiver for the following appointment.

<u>Name of Candidate</u>	<u>Assignment</u>
Norberto Dizon	Science

PASSED AND ADOPTED this 12th day of September 12, 2018, by the

Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of September 12, 2018.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

ACTION AGENDA

September 12, 2018

RESOLUTION NO. 9-18-16

**BEFORE THE GOVERNING BOARD OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
AUTHORIZING THE FILING OF APPLICATIONS FOR FUNDING
UNDER THE STATE SCHOOL FACILITY PROGRAM TO THE OFFICE
OF PUBLIC SCHOOL CONSTRUCTION AND STATE ALLOCATION BOARD**

WHEREAS, the voters of California approved Proposition 51 (2016), a \$9 billion bond containing funding for the new construction, modernization, and career technical education projects within K-12 public school facilities; and

WHEREAS, the Board of Trustees (the "Board") has determined that school facilities within the Muroc Joint Unified School District ("District"), within the County of Kern need to be constructed, reconstructed, and/or modernized; and

WHEREAS, the District is participating in the State School Facility Program, including, but not limited to, the New Construction Program, Modernization Program, Career Technical Education Facilities Program, and other potential programs pursuant to Chapter 12.5, Part 10, Division 1, commencing with Education Code Sections 17070.10 *et seq.*, and anticipates receiving funding from the State for various construction projects at its schools within the District; and

WHEREAS, a condition of processing the applications under the School Facility Program is a resolution in support of those applications from the Board; and

WHEREAS, the District plans to file applications for funding and any other applications as necessary for programs, including, but not limited to, new construction of the Desert Junior-Senior High School and other potential modernization school projects, among other projects; and

WHEREAS, the District has established in accordance with Education Code Section 17070.75(e) and beginning with the 2005/2006 fiscal year, a facilities inspection system to ensure that each of its schools is maintained in good repair; and

WHEREAS, the District will consider the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and

WHEREAS, the District will engage in a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4245) of Division 5, of Title 1 of the Government Code for all contracts entered on or after November 4, 1998, for the services of any architect, structural engineer, or other design professional services for any work under the project(s); and

WHEREAS, the District will comply with the Public Contract Code regarding all laws governing the use of force account labor; and

WHEREAS, the District will comply with Education Code Section 17076.11 regarding at least a 3% expenditure goal for disabled veteran business enterprises; and

WHEREAS, if the District is requesting site acquisition funds as part of its application, the District has complied with California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5 (hereinafter "Regulation") Sections 1859.74 through 1859.75.1; and

WHEREAS, in accordance with Regulation Section 1859.105, the District understands that with the exception of an apportionment made pursuant to Section 1859.75.1, the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds; and

WHEREAS, in accordance with Regulation Section 1859.105.1, the District understands that if the apportionment for this project was made pursuant to Regulation Section 1859.75.1, the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funds shall be cause for the rescission of the unexpended funds; and

WHEREAS, in accordance with Regulation Section 1859.90, the District understands that the time limit on fund release shall be no more than 90 days from the date of apportionment, and if the District fails to file within that time limit its application shall be rescinded and the application shall be denied; and

WHEREAS, the District acknowledges that failure to submit a completed Form SAB 50-05 within the 90-day period will result in the project being rescinded without further action by the State Allocation Board ("SAB"); a rescinded application will revert back to an unfunded approval at the bottom of the unfunded list and cannot be guaranteed bonding authority; the application will receive a new unfunded approval date equivalent to the due date of the Form SAB 50-05; in a case where multiple rescissions are made by the SAB, each separate application will be placed at the bottom of the unfunded approvals list in the order of the original unfunded approval date; and the District will not be required to resubmit the application and no further application review will be required; and

WHEREAS, the statements set forth in the application(s) and supporting documents are true and correct to the best of the District's knowledge and belief; and

WHEREAS, all school facilities purchased or newly constructed under the project(s) for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and

WHEREAS, the District will certify that all forms submitted are exact duplicates (verbatim) of the forms provided by the OPSC, and, in the event a conflict should exist, the language in the OPSC form will prevail; and

WHEREAS, the District understands that some or all of the State funding for the project may be returned to the State as a result of an audit pursuant to Regulation Section 1859.105, 1859.105.1, 1859.106; and

WHEREAS, the District will comply with the provisions of Regulation Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and

WHEREAS, the District understands if the application contains a "Use of New Construction Grant" request, the District will adopt a school board resolution and housing plan at a public hearing at a regularly scheduled meeting of the governing board as specified in Regulation Sections 1859.77.2, or 1859.77.3, as appropriate; and

WHEREAS, the District understands if requesting additional funding for fire code requirements pursuant to Regulation Section 1859.71.2 or 1859.78.4, the District will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and

WHEREAS, the District has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and it has considered the need for vocational and career technical facilities to adequately meet its program needs in accordance with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1; and

WHEREAS, the District has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustic conducive to teaching and learning, and the other characteristics of high performance schools;

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The foregoing recitals are true and correct.
2. The Board hereby authorizes the filing of all required documents for funding under Chapter 12.5, Part 10, Division 1, commencing with Sections 17070.10 *et seq.*, of the Education Code for the Desert Junior-Senior High School modernization projects.

PASSED AND ADOPTED this 12th day of September 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: September 12, 2018

Sherman Burkhead Jr., President, Board of Trustees
Muroc Joint Unified School District

I, Melinda Marchlewicz, Clerk of the Board of Trustees of the Muroc Joint Unified School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its regular meeting held on September 12, 2018.

DATED: September 12, 2018

Melinda Marchlewicz, Clerk, Board of Trustees
Muroc Joint Unified School District

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Action Agenda Item

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: September 12, 2018

AGENDA ITEM: Adoption of Statements in Support of Career Technical Education Facilities Program (CTEFP) Application for Funding

BACKGROUND: The Career Technical Education Facilities Program (CTEFP) provides funding to qualifying school districts and joint powers authorities (JPA) for the construction of new facilities, modernization, or reconfiguration of existing facilities, and equipment to integrate Career Technical Education programs into comprehensive high schools. The District will be submitting an application for funding and the Board of Trustees will need to support the application by adopting the following statements:

The Muroc Joint Unified School District Board of Trustees fully supports the content of the District's CTEFP application for the Desert Junior-Senior High School's Transportation Project.

The Muroc Joint Unified School District Board of Trustees fully supports the content of the District's CTEFP application for the Desert Junior-Senior High School's Arts, Media, and Entertainment Project.

The Muroc Joint Unified School District Board of Trustees fully supports the content of the District's CTEFP application for the Desert Junior-Senior High School's Manufacturing and Product Development Project.

RECOMMENDATION: It is recommended that the Board of Trustees adopt the above statements of support.

Office of Public School Construction Application Number: 51/63685-00-001

GENERAL INFORMATION

Grantee Name: **Muroc Joint Unified**

School Name: **Desert Junior-Senior High School**

Grant Amount: **\$1,191,170.00** of which **\$595,585.00** is Financial Hardship Assistance

Authority: **Proposition 51**

SFP Program Funding Source: **New Construction**

Future Priority Funding Rounds: **May 9, 2018 – June 7, 2018; November 14, 2018 – December 13, 2018**

PROJECT DESCRIPTION

Type of Work: **Facility Hardship (Non-Seismic) Replacement**

New School or Addition to an Existing Site: **Not Applicable**

Number of Classrooms: **0**

Financial Hardship Approval Date: **May 11, 2018**

Financial Hardship Status is valid until: **November 11, 2018**

Agreement includes Grants for: **Not Applicable** (Site Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **(Estimated) Site Development** (Site Development, if appropriate)

Other Facilities being newly constructed, modernized, replaced, or rehabilitated: **N/A**

Square Footage being replaced: **5,902** Toilet Area sq. ft.
2,773 Other Area sq. ft. (all non-toilet area)

For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: **Not Applicable**

Office of Public School Construction Application Number: 51/63685-00-001

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the District Representative on **March 26, 2018**
- **Not Applicable** The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the District Representative on _____
- **Not Applicable** The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the District Representative on _____
- **Not Applicable** Site Approval letter from the California Department of Education dated _____
- **Not Applicable** Plan Approval letter from the California Department of Education dated _____
- **Not Applicable** Division of the State Architect Approval letter(s) dated _____ for DSA Application Number(s) _____
- Financial Hardship Approval Letter from the Office of Public School Construction dated **May 11, 2018**
- **Not Applicable** Bridge Financing Approval Letter from the Office of Public School Construction dated _____
- The industry specialist report prepared by **T&B Engineering**, dated **(not dated)** that details the minimum work necessary to mitigate the **health and safety** threat in this **replacement** application
- Written concurrence dated **June 19, 2017** from **the Division of the State Architect** agreeing with the **health and safety** threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 51/63685-00-001

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 *Expenditure Report* and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, *Application for Funding*, or the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, or the Form SAB 50-10, *Application for Career Technical Education Facilities Funding*, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, *Fund Release Authorization*, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 51/63685-00-001

"Grants" means all eligible program grants provided by the Board to the Grantee in this Agreement.

"Grantee" means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Hazardous Material/Waste Removal Fund" shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

"In Escrow, Governmental Entities" means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"In Escrow, Non-Governmental Entities" means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"Ineligible Expenditure" means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

"Local auditor" means an auditor hired at the Grantee's expense who conducts annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Material Inaccuracy" means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"Most Vulnerable Category 2 Buildings" means the building meets the criteria outlined in Section 1859.82(a)(1)(C) and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A – Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

Office of Public School Construction Application Number: 51/63685-00-001

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Occupancy" means the point at which pupils occupy a classroom as evident by district documents such as the school board's adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

"Other Sources of Funds" means cash, the Grantee's matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

"Preliminary Funding Application" means the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, and all required supplementary documentation pursuant to the Act and the Regulations.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Regulations" means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

"Relocation/DTSC Fee Fund" shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the state of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

Office of Public School Construction Application Number: 51/63685-00-001

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) **\$1,191,170.00** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.
(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)
2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:
 - i. The Funding Application was accepted on **December 27, 2017** and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
 - ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
 - iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.
 - iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for placement on the Unfunded List (Lack of AB 55 Loans).
(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.93, 1859.93.1; and Office of Public School Construction process)
3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.
(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 51/63685-00-001

4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.

X _____

Date 08-13-2018

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 51/63685-00-001

D. Receiving Board Approval

1. Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.

(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)

2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.

(Authority: Education Code Section 17070.63(a))

3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).

(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)

4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.

(Authority: Form SAB 50-04 certifications)

5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.

6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.

7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

Office of Public School Construction Application Number: 51/63685-00-001

8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

- a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.
- b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

Office of Public School Construction Application Number: 51/63685-00-001

[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

Not Applicable *New Construction:*

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Seismic Mitigation Program Replacement or Facility Hardship Replacement:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the **health and safety** threat.

The Project must have an industry specialist report to substantiate the **health and safety** threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the **health and safety** threat and the minimum work necessary to mitigate the threat.

Not Applicable The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Not Applicable *Site Acquisition:*

The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

Office of Public School Construction Application Number: 51/63685-00-001

Not Applicable *Modernization of Portable Classrooms:*

If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: SFP Regulation Section 1859.78.8)

Not Applicable *Modernization or Charter School Facilities Program Rehabilitation:*

If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163)

Not Applicable *Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation:*

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the _____ (health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____ (health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the _____ (health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the _____ (health and safety or seismic) threat, which includes any other work triggered by the _____ (health and safety or seismic) mitigation work and that is required in order to obtain DSA approval.

Office of Public School Construction Application Number: 51/63685-00-001

Not Applicable Charter:

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Not Applicable Charter- Preliminary Charter School Apportionment:

- i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,

(Authority: SFP Regulation Section 1859.166)

- ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,

(Authority: SFP Regulation Section 1859.167)

- iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,

(Authority: SFP Regulation Section 1859.163)

- iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.

(Authority: SFP Regulation Section 1859.90.2)

Not Applicable Career Technical Education Facilities Program:

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

- i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.

Office of Public School Construction Application Number: 51/63685-00-001

- ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education.
- iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.
(Authority: SFP Regulation Section 1859.197)

Office of Public School Construction Application Number: 51/63685-00-001

E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. The Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid *Fund Release Authorization* (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.

2. Any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a complete Fund Release Application, and shall not exceed **\$1,191,170.00** except for **Not Applicable**. (site-related exceptions)

(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)

3. Supplementary documentation submitted with, or prior to, a Fund Release Application must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.

(Authority: Form SAB 50-05 certifications)

4. If the Office of Public School Construction finds that the Fund Release Application is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Application within 90 days of Apportionment.

Office of Public School Construction Application Number: 51/63685-00-001

However, if the Grantee does not submit a valid Fund Release Application within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.)(ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

(Authority: proposed amendment to School Facility Program Regulations)

Office of Public School Construction Application Number: 51/63685-00-001

F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the *California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure*.

(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to **four** years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

- i. Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

- ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
- b) Assessor's parcel number, for site acquisition costs,
- c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
- d) Architect/Engineer/Construction Management Agreement(s),
- e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
- f) Construction Contract Agreements to date,
- g) Construction Bid Summaries,
- h) Construction Delivery Method,

Office of Public School Construction Application Number: 51/63685-00-001

- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

iii. For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) The final site appraisal,
- b) The California Department of Education final approval letter, evidence of the completion of any and all California Environmental Quality Act requirements
- c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

iv. For Grantees That Have Received Advanced Financial Hardship Grants for Design:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) An Approved New Construction or Modernization Adjusted Grant Application; or,
- b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then
 - l. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount of any unspent Grants and the amount of any Ineligible Expenditures.

Office of Public School Construction Application Number: 51/63685-00-001

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
- a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders
 - l) Proof of date of Occupancy
 - m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee

Office of Public School Construction Application Number: 51/63685-00-001

has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.
- iv. The Grantee understands and agrees that:
 - (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
 - (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
 - (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
 - (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
 - (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

- v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

- vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

Office of Public School Construction Application Number: 51/63685-00-001

5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

Office of Public School Construction Application Number: 51/63685-00-001

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. Not Applicable Site Adjustments

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. Not Applicable Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

Office of Public School Construction Application Number: 51/63685-00-001

8. Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.

ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

Office of Public School Construction Application Number: 51/63685-00-001

G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment
(Authority: Education Code Section 41024)
- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104
(Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.

(Authority: SFP Regulation Section 1859.76)

Office of Public School Construction Application Number: 51/63685-00-001

**8. Facility Hardship (Non-Seismic) - Replacement
 Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Sections 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: • The review of the SFP project-related lease agreements. • The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers.	

Office of Public School Construction Application Number: 51/63685-00-001

DESIGN COSTS		
	Type of Expenditure	Authority
	The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

Office of Public School Construction Application Number: 51/63685-00-001

**10. Facility Hardship (Non-Seismic) - Replacement
 Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Building Construction Costs – Including: • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical	
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district "third party providers" costs, district's own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b) & SFP Reg. Section 1859.79.2 & 1859.82
f.	Force Account Labor – complies with the Public	PCC Section

Office of Public School Construction Application Number: 51/63685-00-001

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: - For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours - For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. - Must be work that involves a skilled trade. To be eligible must be supported by time cards or time logs.	20114 & SFP Reg. Section 1859.82
g.**	General Site Development within school property lines (Including but not limited to): - Finish Grading - Roads and Driveways - Sidewalks, stairs, & Ramps - Parking Area - Curbs and Gutters - Turfed/Paved Play Area - Playground Equipment - Surface Drains & Play Area - V-Gutters at Parking Lot - Landscaping & Irrigation System - Site Lighting - Fencing & Outdoor Walls	SFP Reg. Section 1859.76(d) & 1859.82
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
i.**	Off-Site Development costs on up to two	SFP Reg. Section

Office of Public School Construction Application Number: 51/63685-00-001

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including: • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths	1859.76(b) & 1859.82
j.**	Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including: • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking	SFP Reg. Section 1859.76(a) & 1859.82
k.**	Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows: • Water • Sewage • Gas • Electric	SFP Reg. Section 1859.76(c) & 1859.82

Office of Public School Construction Application Number: 51/63685-00-001

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	Communication systems	
l.	Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows: - Lasts more than one year. - It is typically repaired rather than replaced. - It is an independent unit (rather than being incorporated into another unit item). - The cost of tagging and inventory is a small percentage of the item cost. - It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: - Projectors - Smart Boards - Freezers - Refrigerators - Stoves - Exercise equipment – Only if available for use by all students	Ed. Code Section 17072.35 & CSAM Procedure 770 & SFP Reg. Section 1859.82
m.	Furniture and Equipment: - Desks - Chairs - Built-in Storage - Cabinets - Window Coverings - White/Chalk Boards - Library Books	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
n.	Demolition Costs	Ed. Code Section 17072.35 & SFP Reg. Section

Office of Public School Construction Application Number: 51/63685-00-001

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
		1859.82
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

Office of Public School Construction Application Number: 51/63685-00-001

H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Office of Public School Construction Application Number: 51/63685-00-001

**8. Facility Hardship (Non-Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

Office of Public School Construction Application Number: 51/63685-00-001

**10. Facility Hardship (Non-Seismic) – Replacement
 Adjusted Grant
 Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
h.	Items not considered Furniture and Equipment because it is considered operational or supplies in nature are not eligible, including: - Computers - Printers	

Office of Public School Construction Application Number: 51/63685-00-001

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	• Computer Carts • Teacher and student text books. • Athletic Team supplies/training equipment/uniforms. • Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. • Golf Carts • Trailers • Trucks/Tractors and cars • Landscape equipment Mowers, etc. • School maintenance equipment Floor polisher/scrubber, etc. • Cleaning & janitorial supplies • Band equipment/Uniforms • Mascot Uniforms	

Office of Public School Construction Application Number: 51/63685-00-001

I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Office of Public School Construction Application Number: 51/63685-00-001

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 51/63685-00-001

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Trevor Walker	PHONE NUMBER 760-769-4821
SIGNATURE OF GRANTEE REPRESENTATIVE 	DATE 8/13/2018
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Office of Public School Construction Application Number: 51/63685-00-002

GENERAL INFORMATION

Grantee Name: **Muroc Joint Unified**

School Name: **Irving L. Branch Elementary**

Grant Amount: **\$525,268.00** of which **\$262,634.00** is Financial Hardship Assistance.

Authority: **Proposition 1D**

SFP Program Funding Source: **New Construction**

Future Priority Funding Rounds: **May 9, 2018 – June 7, 2018; November 14, 2018 – December 13, 2018**

PROJECT DESCRIPTION

Type of Work: **Facility Hardship (Seismic) Replacement**

New School or Addition to an Existing Site: **Not Applicable**

Number of Classrooms: **0**

Financial Hardship Approval Date: **May 11, 2018**

Financial Hardship Status is valid until: **November 11, 2018**

Agreement includes Grants for: **Not Applicable** (Site Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **Not Applicable**

Other Facilities being newly constructed, modernized, replaced, or rehabilitated:
Library

Square Footage being replaced: **0** Toilet Area sq. ft.

1,281 Other Area sq. ft. (all non-toilet area)

(include for Facility Hardship replacement or Seismic Mitigation Program replacement projects)
For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: **Not Applicable**

(include for Facility Hardship rehabilitation or Seismic Mitigation Program rehabilitation projects)

Office of Public School Construction Application Number: 51/63685-00-002

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the District Representative on **April 26, 2018**
- **Not Applicable** The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the District Representative on XXXXX
- **Not Applicable** The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the District Representative on XXXXX
- **Not Applicable** Site Approval letter from the California Department of Education dated XXXXX
- Plan Approval letter from the California Department of Education dated **March 21, 2018**
- Division of the State Architect Approval letter(s) dated **March 27, 2018** for DSA Application Number(s) **03-118300**
- Financial Hardship Approval Letter from the Office of Public School Construction dated **May 11, 2018**
- **Not Applicable** Bridge Financing Approval Letter from the Office of Public School Construction dated _____
- The industry specialist report prepared by **T&B Engineering**, dated **(not dated)** that details the minimum work necessary to mitigate the **seismic** threat in this **replacement** application
- Written concurrence dated **March 12, 2018** from **the Division of the State Architect** agreeing with the **seismic** threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 51/63685-00-002

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 *Expenditure Report* and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, *Application for Funding*, or the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, or the Form SAB 50-10, *Application for Career Technical Education Facilities Funding*, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, *Fund Release Authorization*, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 51/63685-00-002

"Grants" means all eligible program grants provided by the Board to the Grantee in this Agreement.

"Grantee" means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Hazardous Material/Waste Removal Fund" shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

"In Escrow, Governmental Entities" means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"In Escrow, Non-Governmental Entities" means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"Ineligible Expenditure" means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

"Local auditor" means an auditor hired at the Grantee's expense who conducts annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Material Inaccuracy" means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"Most Vulnerable Category 2 Buildings" means the building meets the criteria outlined in Section 1859.82(a)(1)(C) and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A – Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

Office of Public School Construction Application Number: 51/63685-00-002

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Occupancy" means the point at which pupils occupy a classroom as evident by district documents such as the school board's adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

"Other Sources of Funds" means cash, the Grantee's matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

"Preliminary Funding Application" means the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, and all required supplementary documentation pursuant to the Act and the Regulations.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Regulations" means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

"Relocation/DTSC Fee Fund" shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the state of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

Office of Public School Construction Application Number: 51/63685-00-002

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) **\$525,268.00** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.
(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)

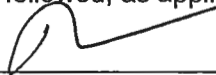
2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

- i. The Funding Application was accepted on **December 27, 2017** and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
- ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
- iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.
- iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for placement on the Unfunded List (Lack of AB 55 Loans).
(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.
(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 51/63685-00-002

4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature	
All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.	
X 	Date <u>08-13-2018</u>

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 51/63685-00-002

D. Receiving Board Approval

1. Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.
(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)
2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.
(Authority: Education Code Section 17070.63(a))
3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).
(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)
4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.
(Authority: Form SAB 50-04 certifications)
5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.
6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.
7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

Office of Public School Construction Application Number: 51/63685-00-002

8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

- a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.
- b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

Office of Public School Construction Application Number: 51/63685-00-002

[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

Not Applicable *New Construction:*

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Seismic Mitigation Program Replacement or Facility Hardship Replacement:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the **seismic** threat.

The Project must have an industry specialist report to substantiate the **seismic** threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the **seismic** threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Not Applicable *Site Acquisition:*

The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

Not Applicable *Modernization of Portable Classrooms:*

If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,

Office of Public School Construction Application Number: 51/63685-00-002

- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: *SFP Regulation Section 1859.78.8*)

Not Applicable *Modernization or Charter School Facilities Program Rehabilitation:*

If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: *Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163*)

Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation Not Applicable:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the _____ (health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____ (health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the _____ (health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the _____ (health and safety or seismic) threat, which includes any other work triggered by the _____ (health and safety or seismic) mitigation work and that is required in order to obtain DSA approval.

Not Applicable *Charter:*

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Office of Public School Construction Application Number: 51/63685-00-002

Not Applicable *Charter- Preliminary Charter School Apportionment:*

- i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,

(Authority: SFP Regulation Section 1859.166)

- ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,

(Authority: SFP Regulation Section 1859.167)

- iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,

(Authority: SFP Regulation Section 1859.163)

- iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.

(Authority: SFP Regulation Section 1859.90.2)

Not Applicable *Career Technical Education Facilities Program:*

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

- i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.
- ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education.

- iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.

(Authority: SFP Regulation Section 1859.197)

Office of Public School Construction Application Number: 51/63685-00-002

E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. The Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid *Fund Release Authorization* (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.

2. Any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a complete Fund Release Application, and shall not exceed **\$525,268.00** except for **Not Applicable**. (site-related exceptions)

(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)

3. Supplementary documentation submitted with, or prior to, a Fund Release Application must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.

(Authority: Form SAB 50-05 certifications)

4. If the Office of Public School Construction finds that the Fund Release Application is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Application within 90 days of Apportionment.

Office of Public School Construction Application Number: 51/63685-00-002

However, if the Grantee does not submit a valid Fund Release Application within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.)(ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
(Authority: proposed amendment to School Facility Program Regulations)

Office of Public School Construction Application Number: 51/63685-00-002

F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the *California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure*.

(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to **three** years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

- i. Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

- ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
- b) Assessor's parcel number, for site acquisition costs,
- c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
- d) Architect/Engineer/Construction Management Agreement(s),
- e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
- f) Construction Contract Agreements to date,
- g) Construction Bid Summaries,
- h) Construction Delivery Method,

Office of Public School Construction Application Number: 51/63685-00-002

- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

iii. **Not Applicable** For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) The final site appraisal,
- b) The California Department of Education final approval letter, evidence of the completion of any and all California Environmental Quality Act requirements
- c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

iv. **Not Applicable** For Grantees That Have Received Advanced Financial Hardship Grants for Design:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) An Approved New Construction or Modernization Adjusted Grant Application; or,
- b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then
 - l. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount of any unspent Grants and the amount of any Ineligible Expenditures.

Office of Public School Construction Application Number: 51/63685-00-002

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
- a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders
 - l) Proof of date of Occupancy
 - m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee

Office of Public School Construction Application Number: 51/63685-00-002

has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.
- iv. The Grantee understands and agrees that:
 - (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
 - (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
 - (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
 - (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
 - (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

- v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

- vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

Office of Public School Construction Application Number: 51/63685-00-002

5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

Office of Public School Construction Application Number: 51/63685-00-002

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. Not Applicable Site Adjustments

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. Not Applicable Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

Office of Public School Construction Application Number: 51/63685-00-002

8. Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.

ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

Office of Public School Construction Application Number: 51/63685-00-002

G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment

(Authority: Education Code Section 41024)

- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104

(Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.

(Authority: SFP Regulation Section 1859.76)

Office of Public School Construction Application Number: 51/63685-00-002

**13. Facility Hardship (Seismic) – Replacement
 Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: - The review of the SFP project-related lease agreements. - The review of the SFP project-related contracts between districts and contractors,	

Office of Public School Construction Application Number: 51/63685-00-002

DESIGN COSTS		
	Type of Expenditure	Authority
	architects, construction managers or engineers. • The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

Office of Public School Construction Application Number: 51/63685-00-002

**15. Facility Hardship (Seismic) – Replacement
 Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Building Construction Costs – Including: • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical	
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b); SFP Reg. Sections 1859.79.2 &

Office of Public School Construction Application Number: 51/63685-00-002

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
		1859.82
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: - For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours - For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. - Must be work that involves a skilled trade. To be eligible must be supported by time cards or time logs.	PCC Section 20114 & SFP Reg. Section 1859.82
g.**	General Site Development within school property lines (including, but not limited to): - Finish Grading - Roads and Driveways - Sidewalks, stairs, & Ramps - Parking Area - Curbs and Gutters - Turfed/Paved Play Area - Playground Equipment - Surface Drains & Play Area - V-Gutters at Parking Lot - Landscaping & Irrigation System - Site Lighting - Fencing & Outdoor Walls	SFP Reg. Sections 1859.76(d) & 1859.82
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

Office of Public School Construction Application Number: 51/63685-00-002

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
i.	Off-Site Development costs on up to two immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including: • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, • Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths	SFP Reg. Sections 1859.76(b) & 1859.82
j.**	Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including: • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking	SFP Reg. Sections 1859.76(a) & 1859.82
k.**	Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows: • Water • Sewage • Gas • Electric	SFP Reg. Sections 1859.76(c) & 1859.82

Office of Public School Construction Application Number: 51/63685-00-002

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	Communication systems	
l.	Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows: - Lasts more than one year. - It is typically repaired rather than replaced. - It is an independent unit (rather than being incorporated into another unit item). - The cost of tagging and inventory is a small percentage of the item cost. - It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: - Projectors - Smart Boards - Freezers - Refrigerators - Stoves - Exercise equipment – Only if available for use by all students	Ed. Code Section 17072.35 & CSAM Procedure 770 & SFP Reg. Section 1859.82
m.	Furniture and Equipment: - Desks - Chairs - Built-in Storage - Cabinets - Window Coverings - White/Chalk Boards - Library Books	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
n.	Demolition Costs	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

Office of Public School Construction Application Number: 51/63685-00-002

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

Office of Public School Construction Application Number: 51/63685-00-002

H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Office of Public School Construction Application Number: 51/63685-00-002

**13. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

Office of Public School Construction Application Number: 51/63685-00-002

**15. Facility Hardship (Seismic) – Replacement
 Adjusted Grant
 Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
h.	Items not considered Furniture and Equipment because it is considered operational or supplies in nature are not	

Office of Public School Construction Application Number: 51/63685-00-002

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	eligible, including: • Computers • Printers • Computer Carts • Teacher and student text books. • Athletic Team supplies/training equipment/uniforms. • Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. • Golf Carts • Trailers • Trucks/Tractors and cars • Landscape equipment Mowers, etc. • School maintenance equipment Floor polisher/scrubber, etc. • Cleaning & janitorial supplies • Band equipment/Uniforms • Mascot Uniforms	

Office of Public School Construction Application Number: 51/63685-00-002

I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Office of Public School Construction Application Number: 51/63685-00-002

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 51/63685-00-002

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Trevor Walker	PHONE NUMBER 760-769-4821
SIGNATURE OF GRANTEE REPRESENTATIVE 	DATE 8/13/2018
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Office of Public School Construction Application Number: 51/68685-00-003

GENERAL INFORMATION

Grantee Name: **Muroc Joint Unified**

School Name: **Bailey Elementary**

Grant Amount: **\$672,898.00** of which **\$336,449.00** is Financial Hardship Assistance.

Authority: **Proposition 1D**

SFP Program Funding Source: **New Construction**

Future Priority Funding Rounds: **May 9, 2018 – June 7, 2018; November 14, 2018 – December 13, 2018.**

PROJECT DESCRIPTION

Type of Work: **Facility Hardship (Seismic) Replacement**

New School or Addition to an Existing Site: **Existing Site**

Number of Classrooms: **0**

Financial Hardship Approval Date: **May 11, 2018**

Financial Hardship Status is valid until: **November 11, 2018**

Agreement includes Grants for: **Not Applicable** (Site Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **Not Applicable**

Other Facilities being newly constructed, modernized, replaced, or rehabilitated:
Library

Square Footage being replaced: **0** Toilet Area sq. ft.
1,651 Other Area sq. ft. (all non-toilet area)
(include for Facility Hardship replacement or Seismic Mitigation Program replacement projects)
For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: **Not Applicable**
(include for Facility Hardship rehabilitation or Seismic Mitigation Program rehabilitation projects)

Office of Public School Construction Application Number: 51/63685-00-003

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the District Representative on **April 26, 2018**
- **Not Applicable** The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the District Representative on XXXXX
- **Not Applicable** The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the District Representative on XXXXX
- **Not Applicable** Site Approval letter from the California Department of Education dated XXXXX
- Plan Approval letter from the California Department of Education dated **March 21, 2018**
- Division of the State Architect Approval letter(s) dated **March 27, 2018** for DSA Application Number(s) **03-118300**
- Financial Hardship Approval Letter from the Office of Public School Construction dated **May 11, 2018**
- **Not Applicable** Bridge Financing Approval Letter from the Office of Public School Construction dated _____
- The industry specialist report prepared by T&B Engineering Inc., dated **February 15, 2017** that details the minimum work necessary to mitigate the **seismic** threat in this **replacement** application
- Written concurrence dated **March 12, 2018** from Division of the State Architect agreeing with the **seismic** threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 51/63685-00-003

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 *Expenditure Report* and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, *Application for Funding*, or the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, or the Form SAB 50-10, *Application for Career Technical Education Facilities Funding*, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, *Fund Release Authorization*, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 51/63685-00-003

"Grants" means all eligible program grants provided by the Board to the Grantee in this Agreement.

"Grantee" means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Hazardous Material/Waste Removal Fund" shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

"In Escrow, Governmental Entities" means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"In Escrow, Non-Governmental Entities" means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"Ineligible Expenditure" means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

"Local auditor" means an auditor hired at the Grantee's expense who conducts annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Material Inaccuracy" means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"Most Vulnerable Category 2 Buildings" means the building meets the criteria outlined in Section 1859.82(a)(1)(C) and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A – Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

Office of Public School Construction Application Number: 51/63685-00-003

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Occupancy" means the point at which pupils occupy a classroom as evident by district documents such as the school board's adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

"Other Sources of Funds" means cash, the Grantee's matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

"Preliminary Funding Application" means the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, and all required supplementary documentation pursuant to the Act and the Regulations.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Regulations" means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

"Relocation/DTSC Fee Fund" shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the state of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

Office of Public School Construction Application Number: 51/63685-00-003

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) **\$672,898** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

- i. The Funding Application was accepted on **December 27, 2017** and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
- ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
- iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.
- iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

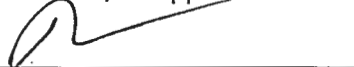
Office of Public School Construction Application Number: 51/63685-00-003

4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.

X



Date 8-13-18

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 51/63685-00-003

D. Receiving Board Approval

1. Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.

(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)

2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.

(Authority: Education Code Section 17070.63(a))

3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).

(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)

4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.

(Authority: Form SAB 50-04 certifications)

5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.

6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.

7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

Office of Public School Construction Application Number: 51/63685-00-003

8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

- a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.
- b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

Office of Public School Construction Application Number: 51/63685-00-003

[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

Not Applicable New Construction:

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Seismic Mitigation Program Replacement or Facility Hardship Replacement:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the **seismic** threat.

The Project must have an industry specialist report to substantiate the **seismic** threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the **seismic** threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Not Applicable Site Acquisition:

The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

Not Applicable Modernization of Portable Classrooms:

If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,

Office of Public School Construction Application Number: 51/63685-00-003

- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: SFP Regulation Section 1859.78.8)

Not Applicable *Modernization or Charter School Facilities Program Rehabilitation:*

If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163)

Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation **Not Applicable:**

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the seismic (health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____ (health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the _____ (health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the _____ (health and safety or seismic) threat, which includes any other work triggered by the _____ (health and safety or seismic) mitigation work and that is required in order to obtain DSA approval.

Not Applicable *Charter:*

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Office of Public School Construction Application Number: 51/63685-00-003

Not Applicable *Charter- Preliminary Charter School Apportionment:*

i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,
(Authority: SFP Regulation Section 1859.166)

ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,
(Authority: SFP Regulation Section 1859.167)

iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,
(Authority: SFP Regulation Section 1859.163)

iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.
(Authority: SFP Regulation Section 1859.90.2)

Not Applicable *Career Technical Education Facilities Program:*

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.

ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education.

iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.
(Authority: SFP Regulation Section 1859.197)

Office of Public School Construction Application Number: 51/63685-00-003

E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. The Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid *Fund Release Authorization* (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.

2. Any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a complete Fund Release Application, and shall not exceed **\$672,898** except for **Not Applicable**. (site-related exceptions)

(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)

3. Supplementary documentation submitted with, or prior to, a Fund Release Application must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.

(Authority: Form SAB 50-05 certifications)

4. If the Office of Public School Construction finds that the Fund Release Application is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Application within 90 days of Apportionment.

Office of Public School Construction Application Number: 51/63685-00-003

However, if the Grantee does not submit a valid Fund Release Application within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.)(ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

(Authority: proposed amendment to School Facility Program Regulations)

Office of Public School Construction Application Number: 51/63685-00-003

F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the *California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure*.
(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to three years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

i. Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
- b) Assessor's parcel number, for site acquisition costs,
- c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
- d) Architect/Engineer/Construction Management Agreement(s),
- e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
- f) Construction Contract Agreements to date,
- g) Construction Bid Summaries,
- h) Construction Delivery Method,

Office of Public School Construction Application Number: 51/63685-00-003

- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

iii. **Not Applicable** For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) The final site appraisal,
- b) The California Department of Education final approval letter, evidence of the completion of any and all California Environmental Quality Act requirements
- c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

iv. **Not Applicable** For Grantees That Have Received Advanced Financial Hardship Grants for Design:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) An Approved New Construction or Modernization Adjusted Grant Application; or,
- b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then
 - i. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount of any unspent Grants and the amount of any Ineligible Expenditures.

Office of Public School Construction Application Number: 51/63685-00-003

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
- a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders
 - l) Proof of date of Occupancy
 - m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee

Office of Public School Construction Application Number: 51/63685-00-003

has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

Office of Public School Construction Application Number: 51/63685-00-003

5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

Office of Public School Construction Application Number: 51/63685-00-003

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. Not Applicable Site Adjustments

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. Not Applicable Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

Office of Public School Construction Application Number: 51/63685-00-003

8. Not Applicable Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

- i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.
- ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

Office of Public School Construction Application Number: 51/63685-00-003

G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment

(Authority: Education Code Section 41024)

- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104

(Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.

(Authority: SFP Regulation Section 1859.76)

Office of Public School Construction Application Number: 51/63685-00-003

**13. Facility Hardship (Seismic) – Replacement
 Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
g.	Energy Analysis Fee	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: - The review of the SFP project-related lease agreements. - The review of the SFP project-related contracts between districts and contractors,	

Office of Public School Construction Application Number: 51/63685-00-003

DESIGN COSTS		
	Type of Expenditure	Authority
	architects, construction managers or engineers. • The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

Office of Public School Construction Application Number: 51/63685-00-003

**15. Facility Hardship (Seismic) – Replacement
 Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Building Construction Costs – Including: • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical	
c.	Construction Security (Campus Security and administrative overhead – not eligible)	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b); SFP Reg. Sections 1859.79.2 &

Office of Public School Construction Application Number: 51/63685-00-003

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
		1859.82
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: • For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours • For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. • Must be work that involves a skilled trade. To be eligible must be supported by time cards or time logs.	PCC Section 20114 & SFP Reg. Section 1859.82
g.**	General Site Development within school property lines (including, but not limited to): • Finish Grading • Roads and Driveways • Sidewalks, stairs, & Ramps • Parking Area • Curbs and Gutters • Turfed/Paved Play Area • Playground Equipment • Surface Drains & Play Area • V-Gutters at Parking Lot • Landscaping & Irrigation System • Site Lighting • Fencing & Outdoor Walls	SFP Reg. Sections 1859.76(d) & 1859.82
h.	Inspections – For services provided during construction of project.	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

Office of Public School Construction Application Number: 51/63685-00-003

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
i.	Off-Site Development costs on up to two immediately adjacent sides of the site (see SFP Regulation Section 1859.76(b) for detail). Including: • Curbs & Gutters • Sidewalks • Street Light, Planting Areas, Street Signs, • Traffic Signals, Etc., Mandated by Local Ordinances • Special District Fees • Storm Drains to Point of Connection • Safety Paths	SFP Reg. Sections 1859.76(b) & 1859.82
j.**	Service Site Development costs within school property lines (see SFP Regulation Section 1859.76(a) for detail). Including: • Site Clearance • Demolition • Rerouting Utility Lines • Rough Grading • Soil Compaction • Storm Drains • Erosion Control • Outside Stairs & Retaining Walls • Relocation of Existing Portables • Fire Code Requirements • Multi-Level Parking	SFP Reg. Sections 1859.76(a) & 1859.82
k.**	Utility Service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site (see SFP Regulation Section 1859.76(c) for more information) as follows: • Water • Sewage • Gas • Electric	SFP Reg. Sections 1859.76(c) & 1859.82

Office of Public School Construction Application Number: 51/63685-00-003

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	Communication systems	
l.	Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows: - Lasts more than one year. - It is typically repaired rather than replaced. - It is an independent unit (rather than being incorporated into another unit item). - The cost of tagging and inventory is a small percentage of the item cost. - It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: - Projectors - Smart Boards - Freezers - Refrigerators - Stoves - Exercise equipment – Only if available for use by all students	Ed. Code Section 17072.35 & CSAM Procedure 770 & SFP Reg. Section 1859.82
m.	Furniture and Equipment: - Desks - Chairs - Built-in Storage - Cabinets - Window Coverings - White/Chalk Boards - Library Books	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82
n.	Demolition Costs	Ed. Code Section 17072.35 & SFP Reg. Section 1859.82

Office of Public School Construction Application Number: 51/63685-00-003

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
o.	Interim Housing – only eligible if new construction additions are to an existing site where classrooms temporarily are inaccessible or unsafe to house students during construction.	Ed. Code Section 17072.35* & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17072.35, and may be included as allowable expenditures under the New Construction program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

Office of Public School Construction Application Number: 51/63685-00-003

H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Office of Public School Construction Application Number: 51/63685-00-003

**13. Facility Hardship (Seismic) – Replacement
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

DESIGN COSTS		
	Type of Ineligible Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any site and/or construction related expenditures are not eligible	

Office of Public School Construction Application Number: 51/63685-00-003

**15. Facility Hardship (Seismic) – Replacement
 Adjusted Grant
 Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17072.35 & SFP Reg. Section 1859.82
h.	Items not considered Furniture and Equipment because it is considered operational or supplies in nature are not	

Office of Public School Construction Application Number: 51/63685-00-003

CONSTRUCTION COSTS		
	Type of Ineligible Expenditure	Authority
	eligible, including: • Computers • Printers • Computer Carts • Teacher and student text books. • Athletic Team supplies/training equipment/uniforms. • Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. • Golf Carts • Trailers • Trucks/Tractors and cars • Landscape equipment Mowers, etc. • School maintenance equipment Floor polisher/scrubber, etc. • Cleaning & janitorial supplies • Band equipment/Uniforms • Mascot Uniforms	

Office of Public School Construction Application Number: 51/63685-00-003

I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Office of Public School Construction Application Number: 51/63685-00-003

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 51/63685-00-003

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Trevor Walker	PHONE NUMBER 760-769-4821
SIGNATURE OF GRANTEE REPRESENTATIVE 	DATE 8/13/2018
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Office of Public School Construction Application Number: 57/63685-00-009

GENERAL INFORMATION

Grantee Name: **Muroc Joint Unified**

School Name: **Bailey Elementary**

Grant Amount: \$ **3,504,671.00** of which \$ **789,699.00** is Financial Hardship Assistance.

Authority: **Proposition 51**

SFP Program Funding Source: **Modernization**

Future Priority Funding Rounds: **May 9, 2018 – June 7, 2018; November 14, 2018 – December 13, 2018.**

PROJECT DESCRIPTION

Type of Work: **Modernization**

New School or Addition to an Existing Site: **Not Applicable**

Number of Classrooms: **17**

Financial Hardship Approval Date: **May 11, 2018**

Financial Hardship Status is valid until: **November 11, 2018**

Agreement includes Grants for: **Not Applicable** (Site Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **Site Development** (Site Development, if appropriate)

Other Facilities being newly constructed, modernized, replaced, or rehabilitated:
Administration, Mechanical, Platform, Storage, Custodial, Media Center, Resource Specialist Program, Teacher Work Room, Kitchen, Multi-Purpose, Speech, Toilets

Square Footage being replaced: **Not Applicable** Toilet Area sq. ft.

Not Applicable Other Area sq. ft. (all non-toilet area)

(include for Facility Hardship replacement or Seismic Mitigation Program replacement projects)
For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: **Not Applicable**

(include for Facility Hardship rehabilitation or Seismic Mitigation Program rehabilitation projects)

Office of Public School Construction Application Number: 57/63685-00-009

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the District Representative on May 4, 2018.
- Not Applicable The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the District Representative on _____
- Not Applicable The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the District Representative on _____
- Not Applicable Site Approval letter from the California Department of Education dated _____
- Plan Approval letter from the California Department of Education dated April 11, 2018.
- Division of the State Architect Approval letter(s) dated March 26, 2018 for DSA Application Number(s) 03-118299
- Financial Hardship Approval Letter from the Office of Public School Construction dated May 11, 2018.
- Bridge Financing Approval Letter from the Office of Public School Construction dated Not Applicable
- Not Applicable The industry specialist report prepared by (insert name of specialist or firm), dated _____ that details the minimum work necessary to mitigate the (health and safety or seismic) threat in this (rehabilitation or replacement) application
- Not Applicable Written concurrence dated XXXX from (enter name of governmental agency) agreeing with the (health and safety or seismic) threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 57/63685-00-009

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 *Expenditure Report* and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, *Application for Funding*, or the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, or the Form SAB 50-10, *Application for Career Technical Education Facilities Funding*, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, *Fund Release Authorization*, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 57/63685-00-009

"Grants" means all eligible program grants provided by the Board to the Grantee in this Agreement.

"Grantee" means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Hazardous Material/Waste Removal Fund" shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

"In Escrow, Governmental Entities" means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"In Escrow, Non-Governmental Entities" means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"Ineligible Expenditure" means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

"Local auditor" means an auditor hired at the Grantee's expense who conducts annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Material Inaccuracy" means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"Most Vulnerable Category 2 Buildings" means the building meets the criteria outlined in Section 1859.82(a)(1)(C) and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A – Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

Office of Public School Construction Application Number: 57/63685-00-009

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Occupancy" means the point at which pupils occupy a classroom as evident by district documents such as the school board's adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

"Other Sources of Funds" means cash, the Grantee's matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

"Preliminary Funding Application" means the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, and all required supplementary documentation pursuant to the Act and the Regulations.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Regulations" means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

"Relocation/DTSC Fee Fund" shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the state of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

Office of Public School Construction Application Number: 57/63685-00-009

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) \$ **3,504,671.00** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

- i. The Funding Application was accepted on **November 22, 2017** and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
- ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
- iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

- iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

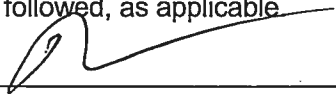
Office of Public School Construction Application Number: 57/63685-00-009

4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable

X



Date 08-13-2017

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 57/63685-00-009

D. Receiving Board Approval

1. Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.
(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)
2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.
(Authority: Education Code Section 17070.63(a))
3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).
(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)
4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.
(Authority: Form SAB 50-04 certifications)
5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.
6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.
7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

Office of Public School Construction Application Number: 57/63685-00-009

8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

- a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.
- b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

Office of Public School Construction Application Number: 57/63685-00-009

[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

New Construction Not Applicable:

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Seismic Mitigation Program Replacement or Facility Hardship Replacement Not Applicable:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the

(health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____ (health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the _____ (health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Site Acquisition Not Applicable: The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

Office of Public School Construction Application Number: 57/63685-00-009

Modernization of Portable Classrooms: If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: SFP Regulation Section 1859.78.8)

Modernization or Charter School Facilities Program Rehabilitation: If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163)

Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation Not Applicable:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the

(health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____
(health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat..

The Project must have concurrence by an appropriate governmental agency agreeing with the _____
(health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the _____
(health and safety or seismic) threat, which includes any other work triggered by the

Office of Public School Construction Application Number: 57/63685-00-009

(health and safety or seismic) mitigation work and that is required in order to obtain DSA approval.

Charter Not Applicable:

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Charter- Preliminary Charter School Apportionment Not Applicable:

- i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,

(Authority: SFP Regulation Section 1859.166)

- ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,

(Authority: SFP Regulation Section 1859.167)

- iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,

(Authority: SFP Regulation Section 1859.163)

- iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.

(Authority: SFP Regulation Section 1859.90.2)

Career Technical Education Facilities Program Not Applicable:

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

- i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.

Office of Public School Construction Application Number: 57/63685-00-009

ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education

iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.

(Authority: SFP Regulation Section 1859.197)

Office of Public School Construction Application Number: 57/63685-00-009

E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. The Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid *Fund Release Authorization* (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.
2. Any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a complete Fund Release Application, and shall not exceed \$ **3,504,671.00** except for **Not Applicable**. (site-related exceptions)
(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)
3. Supplementary documentation submitted with, or prior to, a Fund Release Application must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.
(Authority: Form SAB 50-05 certifications)
4. If the Office of Public School Construction finds that the Fund Release Application is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Application within 90 days of Apportionment.

Office of Public School Construction Application Number: 57/63685-00-009

However, if the Grantee does not submit a valid Fund Release Application within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.)(ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
(Authority: proposed amendment to School Facility Program Regulations)

Office of Public School Construction Application Number: 57/63685-00-009

F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the *California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure*.
(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to **three** years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

- i. Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

- ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
- b) Assessor's parcel number, for site acquisition costs,
- c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
- d) Architect/Engineer/Construction Management Agreement(s),
- e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
- f) Construction Contract Agreements to date,
- g) Construction Bid Summaries,
- h) Construction Delivery Method,

Office of Public School Construction Application Number: 57/63685-00-009

- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

iii. For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) The final site appraisal,
- b) The California Department of Education final approval letter, evidence of the completion of any and all California Environmental Quality Act requirements
- c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

iv. For Grantees That Have Received Advanced Financial Hardship Grants for Design
Not Applicable:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) An Approved New Construction or Modernization Adjusted Grant Application;
or,
- b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then
 - I. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of

Office of Public School Construction Application Number: 57/63685-00-009

this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount of any unspent Grants and the amount of any Ineligible Expenditures.

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
- a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders
 - l) Proof of date of Occupancy
 - m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee

Office of Public School Construction Application Number: 57/63685-00-009

shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.
- iv. The Grantee understands and agrees that:
 - (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
 - (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
 - (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
 - (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
 - (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

- v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

- vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

Office of Public School Construction Application Number: 57/63685-00-009

5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

Office of Public School Construction Application Number: 57/63685-00-009

- iv. The Grantee understands and agrees that:
 - (a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.
 - (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
 - (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
 - (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
 - (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

- v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

- vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. Site Adjustments **Not Applicable**

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest **Not Applicable**

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

Office of Public School Construction Application Number: 57/63685-00-009

8. Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

- i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.
- ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

Office of Public School Construction Application Number: 57/63685-00-009

G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment
(Authority: Education Code Section 41024)
- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104
(Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.

(Authority: SFP Regulation Section 1859.76)

Office of Public School Construction Application Number: 57/63685-00-009

**4. Modernization - Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Eligible Project Expenditures**

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17074.25
b.	Architect's Fee for Plans	
c.	CDE Plan Check Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Section 1859.105
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed Code Section 17074.25*
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17074.25
g.	Energy Analysis Fee	Ed Code Section 17074.25*
h.	Legal Fees associated with: - The review of the SFP project-related lease agreements. - The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. - The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	Ed Code Section 17074.25
j.	Preliminary Site Tests	
k.	Engineering Fees	

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

Office of Public School Construction Application Number: 57/63685-00-009

**5. Modernization - Adjusted Grant
 Common Eligible Project Expenditures**

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed Code Section 17074.25
b.	Building Construction Costs – Including: • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical • Shade Structures • Solar or Alternative Energy Source Components	
c.	Construction Security (Campus Security not eligible and administrative overhead not eligible)	Ed Code Section 17074.25*
d.	Construction Tests	Ed Code Section 17074.25
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district “third party providers” costs, district’s own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b) & SFP Reg. Section 1859.79.2
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: • For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours • For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. • Must be work that involves a skilled trade.	PCC Section 20114

Office of Public School Construction Application Number: 57/63685-00-009

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	To be eligible must be supported by time cards or time logs.	
g.	Inspections – For services provided during construction of the project.	Ed Code Section 17074.25
h.**	Utility Services – Only if approved for fifty years or older permanent building Modernization project (see SFP Regulation Section 1859.78.7).	Ed Code Section 17074.25 & SFP Reg. Section 1859.78.7
i.	Furniture and Equipment that meet all of the criteria as described in the California School Accounting Manual (CSAM), Procedure 770 as follows: • Lasts more than one year. • It is typically repaired rather than replaced. • It is an independent unit (rather than being incorporated into another unit item). • The cost of tagging and inventory is a small percentage of the item cost. • Not operational or administrative costs. It exceeds the minimum dollar value of capitalization threshold established by the local educational agency. The following types of furniture and equipment are examples that would be eligible if they met the criteria for CSAM Procedure 770: • Projectors • Smart Boards • Freezers • Refrigerators • Stoves • Exercise equipment – Only if available for use by all students	Ed Code Section 17074.25 & CSAM Procedure 770
j.	Furniture and Equipment: • Desks	Ed Code Section 17074.25

Office of Public School Construction Application Number: 57/63685-00-009

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
	• Chairs • Built-in Storage • Cabinets • White/Chalk Boards • Library Books	
k.	Demolition Costs – the cost must be attributable to replacement of “like kind” building area (see SFP Regulation Section 1859.79.2(a)).	Ed Code Section 17074.25
l.	Interim Housing	Ed Code Section 17074.25*
m.	Removal of hazardous waste from a modernization project the DTSC has declared unsafe which does not exceed ten percent of the total modernization Apportionment.	SFP Reg. Section 1859.74.2(c)

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

Office of Public School Construction Application Number: 57/63685-00-009

H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Office of Public School Construction Application Number: 57/63685-00-009

**4. Modernization – Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Ineligible Project Expenditures**

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17074.25
b.	For projects that received Design funds only any construction related expenditures are not eligible	

**5. Modernization – Adjusted Grant
 Common Ineligible Project Expenditures**

	Type of Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17074.25
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Repair of damages incurred during construction are not eligible	
d.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
e.	Operational costs (such as service contracts and maintenance expenses or commissioning).	
f.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	Ed Code Section 17074.25
g.	Items not considered Furniture and Equipment because they are considered operational or supplies in nature, including: • Computers • Printers • Computer Carts • Teacher and student text books. • Athletic Team supplies/training	

Office of Public School Construction Application Number: 57/63685-00-009

	Type of Expenditure	Authority
	equipment/uniforms. • Classroom supplies/consumables Bunsen Burners, test tubes, chemicals, mechanic wrenches, etc. • Golf Carts • Trailers • Trucks/Tractors and cars • Landscape equipment Mowers, etc. • School maintenance equipment Floor polisher/scrubber, etc. • Cleaning & janitorial supplies • Band equipment/Uniforms • Mascot Uniforms	

Office of Public School Construction Application Number: 57/63685-00-009

I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Office of Public School Construction Application Number: 57/63685-00-009

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 57/63685-00-009

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Trevor Walker	PHONE NUMBER 760-769-4821
SIGNATURE OF GRANTEE REPRESENTATIVE 	DATE 8/13/2018
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Office of Public School Construction Application Number: 58/63685-00-001

GENERAL INFORMATION

Grantee Name: **Muroc Joint Unified**

School Name: **Desert Junior-Senior High School**

Grant Amount: **\$192,316.00** of which **\$96,158.00** is Financial Hardship Assistance.

Authority: **Proposition 1D**

SFP Program Funding Source: **Modernization**

Future Priority Funding Rounds: **May 9, 2018 – June 7, 2018; November 14, 2018 – December 13, 2018**

PROJECT DESCRIPTION

Type of Work: **Facility Hardship (Seismic) Rehabilitation**

New School or Addition to an Existing Site: **Not Applicable**

Number of Classrooms: **0**

Financial Hardship Approval Date: **May 11, 2018**

Financial Hardship Status is valid until: **November 11, 2018**

Agreement includes Grants for: **Not Applicable** (Site Acquisition; Department of Toxic Substances Control fees and hazardous waste removal; etc.)

Agreement includes Grants for: **Not Applicable** (Site Development, if appropriate)

Other Facilities being newly constructed, modernized, replaced, or rehabilitated:
Not Applicable

Square Footage being replaced: **Not Applicable** _____ Toilet Area sq. ft.
Not Applicable _____ Other Area sq. ft. (all non-toilet area)
(include for Facility Hardship replacement or Seismic Mitigation Program replacement projects)
For purposes of Facility Hardship and Seismic Mitigation Program projects, shower/locker area is considered "toilet area."

Approved rehabilitation cost estimate: **\$961,580.00**
(include for Facility Hardship rehabilitation or Seismic Mitigation Program rehabilitation projects)

Office of Public School Construction Application Number: 58/63685-00-001

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Funding Application (Form SAB 50-04), executed by the District Representative on **April 26, 2018**
- **Not Applicable** The Application for Charter School Preliminary Apportionment (Form SAB 50-09), executed by the District Representative on XXXXX
- **Not Applicable** The Application for Career Technical Education Facilities Funding (Form SAB 50-10), executed by the District Representative on XXXXX
- **Not Applicable** Site Approval letter from the California Department of Education dated XXXXX
- **Not Applicable** Plan Approval letter from the California Department of Education dated _____
- **Not Applicable** Division of the State Architect Approval letter(s) dated _____ for DSA Application Number(s) _____
- Financial Hardship Approval Letter from the Office of Public School Construction dated **May 11, 2018**
- **Not Applicable** Bridge Financing Approval Letter from the Office of Public School Construction dated _____
- The industry specialist report prepared by **T&B Engineering**, dated **(not dated)** that details the minimum work necessary to mitigate the **seismic** threat in this **rehabilitation** application
- Written concurrence dated **March 12, 2018** from **the Division of the State Architect** agreeing with the **seismic** threat and the minimum work to mitigate the threat in the industry specialist report

A copy of the documentation listed here is available as part of the project file maintained by OPSC, and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

Office of Public School Construction Application Number: 58/63685-00-001

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Application" means a request pursuant to the Act to receive funding for a school project.

"Apportionment" shall have the meaning set forth in Education Code Section 17070.15(a).

"Audit report" means the annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Board" means the State Allocation Board as established by Section 15490 of the Government Code.

"Capital Outlay," for the purposes of the Grantee using Savings, pursuant to School Facility Program Regulation Section 1859.103, means capital assets in accordance with Section G of this Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Charter School Agreements" mean a memorandum of understanding, a funding agreement, and a use agreement as established by the California School Finance Authority.

"Classroom" means a teaching station that has the same meaning as the term used in Education Code Section 17071.25(a)(1).

"Expenditure Report" means the Form SAB 50-06 *Expenditure Report* and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Funding Application" means the Form SAB 50-04, *Application for Funding*, or the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, or the Form SAB 50-10, *Application for Career Technical Education Facilities Funding*, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, *Fund Release Authorization*, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

Office of Public School Construction Application Number: 58/63685-00-001

"Grants" means all eligible program grants provided by the Board to the Grantee in this Agreement.

"Grantee" means the school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, whose representative has signed this Agreement for Grants.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Hazardous Material/Waste Removal Fund" shall mean the fund established pursuant to California Code of Regulations, Title 2, Regulation Section 1859.163.3(b).

"In Escrow, Governmental Entities" means the approval and signature of instrument(s) that will convey a specified school parcel or site from the public/government entity including the federal government for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"In Escrow, Non-Governmental Entities" means the deposit of signed instrument(s) and/or funds with instructions with a title company or escrow agent to carry out the provisions of an agreement or contract to acquire a specified school parcel or site for a determinable sum, and for a determinable date of acquisition which may be based on the Grantee's receipt of funding from the Board.

"Ineligible Expenditure" means an expenditure of Grants not in accordance with this Agreement or the applicable laws and regulations governing the use of Grants.

"Local auditor" means an auditor hired at the Grantee's expense who conducts annual compliance reviews and fiscal reviews of the Grantee's finances, in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.

"Material Inaccuracy" means a finding of falsely certified eligibility or Funding Application related information submitted by Grantees, architects, or other design professionals that allowed the Grantee an advantage in the funding process. For penalties associated with Material Inaccuracy findings, see Education Code Section 17070.51.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"Most Vulnerable Category 2 Buildings" means the building meets the criteria outlined in Section 1859.82(a)(1)(C) and is one of the following building types:

C1 – Concrete Moment Frame

C1B – Reinforced Concrete Cantilever Columns with Flexible Diaphragms

C2A – Concrete Shear Wall with Flexible Diaphragms

C3A – Concrete Frame with Infill Masonry Shear Walls and Flexible Diaphragms

PC1 – Precast/Tilt-up Concrete Shear Wall with Flexible Diaphragms

PC1A – Precast/Tilt-up Concrete Shear Wall with Rigid Diaphragms

PC2 – Precast Concrete Frame without Concrete Shear Walls and with Rigid Diaphragms

URM – Unreinforced Masonry Bearing Wall with Flexible Diaphragms

RM1 – Reinforced Masonry Bearing Wall with Flexible Diaphragms

URMA – Unreinforced Masonry Bearing Wall with Rigid Diaphragms

S1B – Steel Cantilever Columns with Flexible Diaphragms

S3 – Steel Light Frame Metal Siding and/or Rod Bracing, or

M – Mixed construction containing at least one of the above structure types.

Office of Public School Construction Application Number: 58/63685-00-001

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Occupancy" means the point at which pupils occupy a classroom as evident by district documents such as the school board's adopted calendar, classroom attendance rosters, fire marshal approval of the classroom, etc.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that assists the Board as necessary and administers the Act on behalf of the Director of General Services.

"Other Sources of Funds" means cash, the Grantee's matching funds, or in-kind contributions that are required or used to complete the project beyond the Grants provided by this Agreement.

"Preliminary Funding Application" means the Form SAB 50-09, *Application for Charter School Preliminary Apportionment*, and all required supplementary documentation pursuant to the Act and the Regulations.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Regulations" means the School Facility Program regulations (California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 4, Group 1, Subgroup 5.5, commencing with Regulation Section 1859).

"Relocation/DTSC Fee Fund" shall mean the fund established pursuant to Regulation Section 1859.163.3, in order to set aside funding at the time Preliminary Charter School Apportionments are approved by the Board for relocation expenses and/or DTSC fees that will be provided at the Final Charter School Apportionment upon submission of actual costs.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the state of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: *SFP Regulation 1859.2*)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the Board approves the Project for placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Funding Application.

Office of Public School Construction Application Number: 58/63685-00-001

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) **\$192,316.00** in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement. Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70; Charter School Facilities Program: Article 14 commencing with Section 1859.160; Career Technical Education Facilities Program: Article 16 commencing with Section 1859.190)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

- i. The Funding Application was accepted on **December 27, 2017** and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.
- ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Funding Application for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.
- iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.
- iv. Upon receipt of the final amendments to the Funding Application, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 58/63685-00-001

4. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:
- i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least \$1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.
 - ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).
 - iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.
 - iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.

X



Date 08-13-2018

(Authority: Form SAB 50-04 certifications)

Office of Public School Construction Application Number: 58/63685-00-001

D. Receiving Board Approval

1. Grantee must have (1) title, (2) leasehold, or (3) other interest to Project lands. Title may include an order for pre-judgement possession issued by a court in an eminent domain proceeding.

(Authority: Education Code Section 17070.70; SFP Regulation Sections 1859.74 and 1859.74.1)

2. Grantee understands and agrees that the Grants, combined with local funds, shall be sufficient to complete the Project.

(Authority: Education Code Section 17070.63(a))

3. The Grantee has established a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Regulation Sections 1859.100 through 1859.102).

(Authority: SFP Regulation Section 1859.100 and Form SAB 50-04 certifications)

4. The Grantee has or will comply with Education Code Section 17076.11 regarding at least a three (3) percent expenditure goal for disabled veteran business enterprises.

(Authority: Form SAB 50-04 certifications)

5. The Grantee understands and agrees that (1) Grants required to be adjusted for site acquisition for both New Construction and Charter School Facilities Program projects, and (2) Grants not used by the Grantee that failed to meet substantial progress and (3) unspent Financial Hardship Grants, (4) unspent Charter School Facilities Program Grants, or (5) unspent Career Technical Education Facilities Program Grants must be returned to the state school facilities fund from which the Grants were apportioned as a result of an audit, pursuant to Education Code Section 17076.10 and Education Code Section 41024, as applicable.

6. The Grantee understands and agrees that, if it does not remit the amount of Ineligible Expenditures identified in the audit report within 120 days of being invoiced by the California Department of Education, and if no repayment plan has been approved pursuant to paragraph (d) of Section 41024 of the Education Code, then the Controller shall deduct the total amount of any Ineligible Expenditures from apportionments pursuant to paragraph (d) of Section 41024 of the Education Code. The Grantee may request a payment plan pursuant to paragraph (d) of Section 41024 of the Education Code.

7. If the Grants will be used for the construction or modernization of school facilities on leased land, the Grantee has entered into a lease agreement for the leased property that meets the requirements of School Facility Program Regulation Section 1859.22.

Office of Public School Construction Application Number: 58/63685-00-001

8. The Grantee has established a facilities inspection system to ensure that each of its schools is maintained in good repair.

[Authority: Education Code Section 17070.75(f)]

9. The statutorily-required Grantee matching funds have either been expended by the Grantee, have been deposited by the Grantee in the county fund, or will be expended by the Grantee prior to notice of completion of the project.

(Authority: Education Code Sections 17072.30, 17074.16, 17078.72(g)(1), 17078.54(d), and 17075.10(b)(2); Form SAB 50-04 certifications)

10. The Grantee has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools.

(Authority: Education Code Section 17070.96)

11. Financial Hardship Review Process

- i. If the Grantee has requested Financial Hardship Grants, the Financial Hardship approval from the Office of Public School Construction was valid (Financial Hardship approvals are valid for 180 days) on the date the Approved Funding Application was received by the Office of Public School Construction.

[Authority: SFP Regulation Section 1859.81(e)]

ii.

- a) If the Grantee has requested Financial Hardship Grants and has a bridge financing debt instrument in place, or will have a bridge financing debt instrument in place in the future in order to move the Project forward until Grants become available, then the Grantee agrees that it has received, or will receive, bridge-financing approval from the Office of Public School Construction.
- b) The Grantee also agrees to retire all bridge financing debt within 60 calendar days of receiving Grants. Failure to retire all bridge financing debt within 60 calendar days of receiving Grants will result in the amount of the Financial Hardship Grants in this Agreement being reduced by the amount of the bridge financing that was not retired.

- iii. If the Project remained on the Unfunded List (Lack of AB 55 Loans) for more than 180 days, the Grantee understands and agrees that the Office of Public School Construction shall conduct a review to determine if the Grantee has additional funds available to contribute to the Grantee's matching funds.

[Authority: SFP Regulation Section 1859.81(e) and (f)]

- iv. If the additional Office of Public School Construction review, pursuant to Section (iii) above, determined that the amount of the Financial Hardship Grant required an adjustment, pursuant to Financial Hardship rules detailed in SFP Regulation Section 1859.81, the amount of the Grants detailed in this Agreement will be amended.

Office of Public School Construction Application Number: 58/63685-00-001

[Authority: SFP Regulation Section 1859.81(a)]

12. [Instructions: The following sections only apply to the program, or other circumstance, that is detailed in this Agreement.]

Not Applicable *New Construction:*

- i. The Grantee has received approval of the site and the plans from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment.

(Authority: SFP Regulation Section 1859.81.1)

- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Not Applicable *Seismic Mitigation Program Replacement or Facility Hardship Replacement:*

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the _____ (health and safety or seismic) threat.

The Project must have an industry specialist report to substantiate the _____ (health and safety or seismic) threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the _____ (health and safety or seismic) threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

Not Applicable *Site Acquisition:*

The Grantee has complied with Sections 1859.74 through 1859.75.1, as appropriate. The Grantee shall provide all applicable county assessor parcel numbers for the land being acquired for the Project. Grantee understands and agrees that Grants for site acquisition (i.e. site purchase, hazardous materials mitigation, relocation, etc.) as described in Section F (Accounting for Spent Funds) of this Agreement are limited to actual eligible expenditures. Therefore, the audit report may result in an adjustment (increase or decrease) to the Grant amount based on the final approved expenditures related to site acquisition separate and apart from all other Grants.

Not Applicable *Modernization of Portable Classrooms:*

If this Agreement includes the modernization of portable classrooms eligible for an additional Apportionment pursuant to Education Code Section 17073.15, the Grantee certifies that either:

Office of Public School Construction Application Number: 58/63685-00-001

- i. The Grants will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
- ii. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional Apportionment is better use of public resources than the replacement of these facilities.

(Authority: SFP Regulation Section 1859.78.8)

Not Applicable *Modernization or Charter School Facilities Program Rehabilitation:*

If this Agreement includes the modernization or Charter School Facilities Program Rehabilitation funding, the Grantee has received approval of the plans for the project from the California Department of Education and the Division of the State Architect. Plan approval is not required if request is for separate design Apportionment or advance release of funds for design from a Preliminary Charter School Apportionment.

(Authority: Modernization: SFP Regulation Section 1859.81.1; Charter: SFP Regulation Section 1859.163)

Seismic Mitigation Program Rehabilitation or Facility Hardship Rehabilitation:

The Grantee agrees that the scope of this Project is the minimum work necessary to obtain approval by the Division of the State Architect and/or the federal, state, or local governmental entity with authority over of the work being performed to mitigate the **seismic** threat.

The Project must have an industry specialist report to substantiate the **seismic** threat and that details the minimum work necessary to mitigate the threat.

The Project must have concurrence by an appropriate governmental agency agreeing with the **seismic** threat and the minimum work necessary to mitigate the threat.

The Project must have the approval letter from DSA verifying that the building(s) in the Project qualify as one of the "Most Vulnerable Category 2 Buildings".

The Project must have the approval letter from DSA indicating that the work in the project plans is the minimum work required to mitigate the **seismic** threat, which includes any other work triggered by the **seismic** mitigation work and that is required in order to obtain DSA approval.

Not Applicable *Charter:*

- i. Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program funds meet the requirements of Regulation Section 1859.163.
- ii. The Grantee agrees to submit Project Information Worksheets pursuant to School Facility Program Regulation Section 1859.104.

Office of Public School Construction Application Number: 58/63685-00-001

Not Applicable *Charter- Preliminary Charter School Apportionment:*

- i. The Grantee agrees that failure to submit a Final Charter School Apportionment within the timelines prescribed for a Preliminary Charter School Apportionment (four years with a possible one year extension subject to Board approval) shall be cause for rescission of the Preliminary Charter School Apportionment; and,
(Authority: SFP Regulation Section 1859.166)
- ii. The Grantee agrees that when the Preliminary Charter School Apportionment is converted to a Final Charter School Apportionment, the funding available for the Final Charter School Apportionment is subject to the provisions of Section 1859.167; and,
(Authority: SFP Regulation Section 1859.167)
- iii. The Grantee agrees that the California School Finance Authority must determine that the Grantee is financially sound at the time of the Preliminary Charter School Apportionment, advance release of design and/or site funds, and at the time of conversion to a Final Charter School Apportionment or the Preliminary Charter School Apportionment will be rescinded; and,
(Authority: SFP Regulation Section 1859.163)
- iv. The Grantee agrees that in addition to this grant agreement, the Grantee must also enter into the Charter School Agreements.
(Authority: SFP Regulation Section 1859.90.2)

Not Applicable *Career Technical Education Facilities Program:*

The Grantee has complied with the Career Technical Education Facilities Program (CTEFP) eligibility criteria as outlined in Section 1859.192; and,

For Projects that received an Apportionment pursuant to SFP Regulation Section 1859.193(d) (CTEFP reservation of funds):

- i. The Grantee understands and agrees that by reserving funds in advance of obtaining the necessary approvals from California Department of Education and the Division of the State Architect, the Grantee must submit the necessary approvals and/or plans and specifications within one year of Apportionment; otherwise the Apportionment will be rescinded without further Board action.
- ii. Upon approval for placement on the Unfunded List (Lack of AB 55 Loans), the Grantee will receive a template of the Project Grant Agreement. OPSC will provide the Grantee the final Grant Agreement for the Project upon receipt of the necessary approvals from the Division of the State Architect and California Department of Education.
- iii. The Grantee understands and agrees that the executed the Grant Agreement must be submitted prior to fund release.
(Authority: SFP Regulation Section 1859.197)

Office of Public School Construction Application Number: 58/63685-00-001

E. Receiving an Apportionment and Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Project.

(Authority: proposed SFP Regulation Sections 1859.90 and 1859.90.2)

Additionally:

1. The Grantee understands and agrees that, pursuant to School Facility Program Regulation Sections 1859.90.2 and 1859.90.3:
 - i. The Grantee shall participate in the priority funding process by submitting a valid priority funding request during a 30-day filing period after being placed on the Unfunded List (Lack of AB 55 Loans) in order to receive an Apportionment in accordance with Regulation Section 1859.90.3.
 - ii. Failure to submit a valid request within the filing period or failure to submit a valid *Fund Release Authorization* (Form SAB 50-05) after the Board approves an Apportionment shall result in an occurrence of non-participation.
 - iii. The Grantee understands and agrees that Grants may not be available for this Project after the Grantee has submitted a valid priority funding request. When the Grantee submits a valid priority funding request and Grants are not available, the Grantee shall not be charged with an occurrence of non-participation.
 - iv. After the second occurrence of non-participation, the funding for the Project shall be rescinded without further action by the Board.

2. Any Grants provided to Grantee under this Agreement will be disbursed upon receipt of a complete Fund Release Application, and shall not exceed **\$192,136.00** except for **Not Applicable**. (site-related exceptions)

(Authority: Education Code Sections 17072.13, 17072.14, and 17072.18)

3. Supplementary documentation submitted with, or prior to, a Fund Release Application must include this Agreement as well as documentation that proves the following:
 - i. The Grantee has entered into a binding contract(s) for at least 50 percent of the construction included in the plans and specification applicable to this Project.
 - ii. Notice to Proceed dates.
 - iii. For Career Tech projects where the Grantee received an Apportionment without needing Division of State Architect approval, evidence of Division of the State Architect approval date.

(Authority: Form SAB 50-05 certifications)

4. If the Office of Public School Construction finds that the Fund Release Application is incomplete, inadequate or inaccurate, it will notify the Grantee that the Grantee has ten (10) business days to address the issue(s). If the issue(s) has not been addressed after ten (10) business days, the Office of Public School Construction will consider the submittal to be invalid and the request will be returned to the Grantee. The Grantee will retain the opportunity to submit a valid Fund Release Application within 90 days of Apportionment.

Office of Public School Construction Application Number: 58/63685-00-001

However, if the Grantee does not submit a valid Fund Release Application within 90 days of the Apportionment the Grantee will receive a non-participation occurrence as described in (1.) (ii) above. The Grantee will not receive Grants at that time. Furthermore, any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

(Authority: proposed amendment to School Facility Program Regulations)

Office of Public School Construction Application Number: 58/63685-00-001

F. Accounting for Spent Funds

1. For purposes of completing the Expenditure Reports required pursuant to Education Code Section 17076.10, over the course of the project, the Grantee shall maintain a general ledger at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project, including furniture and equipment, as they are described in the *California School Accounting Manual, Procedure 301: Overview of the Standardized Accounting Code Structure and Procedure 345: Illustrations Using Account Code Structure*.

(Authority: Education Code Section 17076.10)

2. Annual Expenditure Reports

Pursuant to Education Code 17076.10, beginning 12 months from the first fund release, and continuing annually for a period of up to **four** years after the final fund release, as described in SFP Regulation Section 1859.104, the Grantee shall submit an Expenditure Report to the Office of Public School Construction.

3. Substantial Progress Compliance Reviews

- i. Pursuant to Education Code Section 17076.10, the Grantee shall be subject to a substantial progress review by the Office of Public School Construction under this Agreement with respect to all matters connected with this Agreement. The Grantee shall provide substantial progress documentation 18 months from the latest fund release. The Office of Public School Construction will consider the requirements of substantial progress met if the Grantee submits its Expenditure Report for a completed project up to 18 months from the latest fund release. The Office of Public School Construction must notify the Grantee within 60 days of receiving the documentation if a review and analysis of the information will be conducted.

(Authority: SFP Regulation Section 1859.105)

- ii. For Grantees That Have Received Grants for Construction:

The substantial progress documentation required shall include evidence that either 75 percent of the site development work is complete, or 90 percent of the building work is under contract, or 50 percent of all construction activities are complete.

(Authority: School Facility Program Regulation Section 1859.105)

The documentation that the Grantee shall provide shall include, but is not limited to:

- a) The fund source indicated, for each project cost,
- b) Assessor's parcel number, for site acquisition costs,
- c) Qualification Appraisal(s) for Architect/Engineer/Construction Manager,
- d) Architect/Engineer/Construction Management Agreement(s),
- e) Evidence the Grantee has met Disabled Veteran Business Enterprise contractual requirements,
- f) Construction Contract Agreements to date,
- g) Construction Bid Summaries,
- h) Construction Delivery Method,

Office of Public School Construction Application Number: 58/63685-00-001

- i) Project expenditures, to date, submitted on Detailed Listing of Project Expenditures (DLOPE) worksheet or in an equivalent format [the Office of Public School Construction will review expenditure totals for purposes of determining compliance with substantial progress requirements but will not review expenditures to determine eligibility under the program (this will be done by the local auditor)],
- j) General ledger report that details project expenditures to date
- k) Submittal of written policy and procedures that documents processes for accounting of School Facility Program project activities.
- l) Construction schedule of values or Continuation Sheet
- m) Project cost estimate

(Authority: Education Code Section 17071.10 and SFP Regulation Section 1859.105)

iii. **Not Applicable** For Grantees That Have Received Advanced Financial Hardship Site Grants or Environmental Hardship Grants:

The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) The final site appraisal,
- b) The California Department of Education final approval letter, evidence of the completion of any and all California Environmental Quality Act requirements
- c) Final escrow instructions or evidence the Grantee has filed condemnation proceedings including intent to request an order of possession of the site, as applicable.

(Authority: SFP Regulation Section 1859.105 or 1859.105.1, as applicable)

iv. For Grantees That Have Received Advanced Financial Hardship Grants for Design: The documentation that the Grantee shall provide if requested by the Office of Public School Construction shall include, but is not limited to:

- a) An Approved New Construction or Modernization Adjusted Grant Application; or,
- b) A certification that the final building plans have been submitted to and accepted by the Division of the State Architect for review and approval.

(Authority: SFP Regulation Section 1859.105)

v.

- a) Should the Office of Public School Construction determine that the Grantee has not made substantial progress as described in (F)(3)(i), (ii), (iii), and (iv), it will inform the Grantee of its findings and require the Grantee to submit a final expenditure report within 60 days of notification, pursuant to SFP Regulation Section 1859.105. If no Grants have been expended by the Grantee, then the Office of Public School Construction will recommend to the Board that the project be rescinded.
- b) If Grants have been expended by the Grantee, then
 - 1. The Project shall be subject to an audit pursuant to Section 41024 of the Education Code and the applicable provisions outlined in Section (F)(4) of this Agreement. The audit shall identify Grants expended in accordance with program requirements and the amount of any unspent Grants and the amount of any Ineligible Expenditures.

Office of Public School Construction Application Number: 58/63685-00-001

- II. Once the amount of unspent Grants has been determined in the audit report described in (I) to be repaid and the Grantee repays the Grants, the Office of Public School Construction shall take an item to the State Allocation Board make a corresponding baseline eligibility adjustment, when applicable.

(Authority: SFP Regulation Section 1859.105)

4. Final Project Audit

The Grantee understands and agrees to the following:

- i. Upon Project completion pursuant to SFP Regulation Section 1859.104, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office that the Grantee is subject to an audit of the Project by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide Project documentation, if requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Project documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
- a) Proof of acreage purchased
 - b) Proof of site costs and adjusted site grants, where applicable
 - c) Copy of Form SAB 50-04
 - d) Copy of SAB Board item(s) (Approval of project Apportionment)
 - e) DSA Approval Letter
 - f) Final CDE Approval Letter
 - g) Architect Final Billing
 - h) Proof of Routine Restricted Maintenance Account Deposit or documentation demonstrating district's facilities are maintained in good repair
 - i) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), for all sources of funding
 - j) Final construction billing and invoices,
 - k) Any and all change orders
 - l) Proof of date of Occupancy
 - m) If the Grantee's matching funds have already been expended for this Project or have been deposited in the County School Facility Fund, the Grantee shall provide accounting records, such as a general ledger, for all sources of funding, verifying those previous expenditures or deposits. If the matching funds have been or will be spent from a Certificate of Participation (COP), then the Grantee shall indicate the fund that the proceeds from the COP were originally deposited into or will be deposited into. The Grantee shall also include a copy of the COP booklet. Providing the official notice of intent to sell bonds may be provided to prove that the Grantee will expend the Grants prior to the time the project is completed, as described complete pursuant to SFP Regulation Section 1859.104. If the Grantee

Office of Public School Construction Application Number: 58/63685-00-001

has funds from another source not listed here, the Grantee shall provide the accounting records, such as a general ledger verifying the expenditures and deposits.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

iii. During the local auditor's audit and/or upon completion of the audit report, the Grantee understands and agrees that its Expenditure Report is final and may not be subsequently adjusted or amended.

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Grants on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the proportionate percentage of Grants and Financial Hardship Grants. Grantees will not be required to provide the state with payments related to the amount of their matching funds. Ineligible Expenditures funded by Grants will not be considered Savings.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Expenditure Report for a Project deemed complete pursuant to SFP Regulation Section 1859.104, and any and all audit reports, including the audits of Savings, to the Office of Public School Construction.

(Authority: Education Code Section 17076.10)

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with the Board-approved project scope, including a final inspection for a Project deemed complete pursuant to SFP Regulation Section 1859.104.

(Authority: Education Code Section 17076.10)

Office of Public School Construction Application Number: 58/63685-00-001

5. Savings Audit(s)

Grantees may retain Savings for expenditure for other high priority Capital Outlay with the exception of when Savings are generated:

- (1) in the Charter School Facilities Program, or
- (2) in the Career Technical education Facilities Program, or
- (3) in advance of a site adjustment, or
- (4) for Financial Hardship Grants.

(Authority: Education Code Section 17070.63 and SFP Regulation Section 1859.103)

If the Grantee uses Savings to contribute to the Grantee's matching share on other SFP projects, then those SFP projects may only be funded from the same program (e.g. New Construction, Modernization), that this Project is funded from.

(Authority: SFP Regulation Section 1859.103)

The Grantee understands and agrees to the following:

- i. Upon the Grantee declaring Savings pursuant to SFP Regulation Section 1859.103, the Office of Public School Construction may notify the Grantee, the Grantee's County Office of Education, and the State Controller's Office, that the Grantee is subject to annual audits of the Savings by a local auditor that is in accordance with the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting until the Grantee has expended all Savings. The Grantee shall retain all financial accounts, documents, and records necessary for an audit pursuant to Education Code Section 41024(a)(4) and shall provide documentation related to the use of Savings, when requested by the local auditor.

[Authority: proposed amendment to School Facility Program Regulation Section 1859.104(a)]

- ii. Savings documentation that the Grantee shall provide when requested by the local auditor, for the purposes of the audits described in Education Code Section 41024, shall include, but is not limited to:
 - a) The Grantee's final expenditure report submitted to the Office of Public School Construction, and
 - b) Project-specific accounting records, such as a general ledger, as described in Spending Funds (Section F, paragraph 1), and
 - c) General ledger report verifying that the Savings has been deposited to county school facilities fund and detail verifying the expenditure of the funds for high priority Capital Outlay, and
 - d) Construction billing and related invoices.

(Authority: Education Code Section 17076.10 and SFP Regulation Section 1859.106)

- iii. The Grantee understands and agrees that its Savings expenditure reports submitted to the local auditor are final and may not be subsequently adjusted or amended.

Office of Public School Construction Application Number: 58/63685-00-001

iv. The Grantee understands and agrees that:

- (a) Should the audit report determine that the Grantee spent Savings on Ineligible Expenditures, the local auditor will inform the California Department of Education of the amount of the Ineligible Expenditure. The amount to be remitted will be limited to the Savings. Grantees will not be required to provide the state with payments related to the amount of their matching funds.
- (b) The Grantee may appeal the finding of any Ineligible Expenditures, as described in Education Code Section 41024(d).
- (c) The California Department of Education will recover Grants spent on Ineligible Expenditures, pursuant to Education Code Section 41024(d)(1).
- (d) The Grantee may request a repayment plan from the California Department of Education related to the recovery of Grants described in (c).
- (e) In order to recover funds as part of a repayment plan described in (d), the California Department of Education will notify the State Controller of the repayment plan and the State Controller will withhold funds from the Grantee's principal apportionment or Education Protection Account payments, pursuant to Education Code Section 41024(d).

(Authority: Education Code Sections 17070.63(c), 17076.10, and 41024; SFP Regulation Section 1859.106)

v. The Grantee shall provide its Savings expenditure reports, and any and all audit reports, to the Office of Public School Construction, pursuant to Education Code Section 17076.10.

vi. The Grantee shall also provide site access to the local auditor to determine if the project work is in accordance with eligible uses of Savings.

(Authority: Education Code Section 17076.10)

6. **Not Applicable** Site Adjustments

Should the audit report determine that the amount of Grants received for site acquisition requires adjustment, then, upon receipt of the audit, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

7. **Not Applicable** Charter School Facilities Program and Career Technical Education Facilities Program Unspent Grants, plus Interest

Should the audit report determine that the Grantee completed either the Charter Schools Facilities Program Project or the Career Technical Education Facilities Program Project without using all the Grants provided for eligible expenditures, the Office of Public School Construction will present the Project to the State Allocation Board for an adjustment to the Apportionment, in accordance with Education Code Section 41024 (c)(2).

Office of Public School Construction Application Number: 58/63685-00-001

8. Financial Hardship

Should the audit report determine that there are unspent Financial Hardship Grants, then the Grantee agrees to either (1) repay the unspent Financial Hardship Grants pursuant to Education Code Section 41024(c)(2) or (2) use the unspent Financial Hardship Grants on a future project(s), provided the Grantee qualifies for Financial Hardship Grants when it applies for funding for the future project(s).

- i. Upon receipt of the audit report, the Office of Public School Construction will notify the Grantee to determine whether the Grantee will repay the unspent Financial Hardship Grants immediately or use them for a future project(s). The Grantee will have 30 days to respond to the request.
- ii. If the Grantee intends to use unspent Financial Hardship Grants on a future project(s), it must do so within three years of the audit report's determination that not all Financial Hardship Grants were expended for this Project or from the date that Savings was declared by the Grantee, whichever comes first. Failure to use unspent Financial Hardship Grants on a future project(s) within that time will result in the Grantee repaying the unspent amount plus interest.

(Authority: Education Code Section 41024 and SFP Regulation Section 1859.81)

Office of Public School Construction Application Number: 58/63685-00-001

G. Advisory Listing Detailing Common Eligible Project Expenditures

Project expenditures not listed in this document will not be considered eligible for funding under the School Facility Program.*

Project expenditures will only be considered eligible if:

- The expenditures are within the Project scope that was approved by the State Allocation Board
- The expenditures are substantiated with contracts, invoices, final billings, and verification of payment

(Authority: Education Code Section 41024)

- The expenditures are expended or encumbered prior to the time a project is deemed complete, pursuant to SFP Regulation Section 1859.104

(Authority: Education Code Section 17076.10)

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

*Project expenditures not listed in the following tables may be considered if those expenditures are reasonable and appropriate site development work pursuant to SFP Regulation Section 1859.76.

(Authority: SFP Regulation Section 1859.76)

Office of Public School Construction Application Number: 58/63685-00-001

**16. Facility Hardship (Seismic) – Rehabilitation
 Separate Apportionment for Design Costs
 Or Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Advertising for Construction Bids	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Architect's Fee for Plans	
c.	CDE Plan Check or Site Review Fee	
d.	California Environmental Quality Act (CEQA) Associated Costs	SFP Reg. Sections 1859.105 & 1859.82
e.	Consultant Fees – specific to SFP project(s) (prorate if necessary)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
f.	Division of the State Architect (DSA) Plan Check Fee	Ed Code Section 17074.25 & SFP Reg. Section 1859.82

Office of Public School Construction Application Number: 58/63685-00-001

DESIGN COSTS		
	Type of Expenditure	Authority
g.	Energy Analysis Fee	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
h.	Legal Fees associated with: • The review of the SFP project-related lease agreements. • The review of the SFP project-related contracts between districts and contractors, architects, construction managers or engineers. • The review of the SFP project-related bid documents and bid responses.	
i.	Local Agency Plan Check Fees	
j.	Preliminary Site Tests	
k.	Engineering Fees	Ed Code Section 17074.25 & SFP Reg. Section 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

Office of Public School Construction Application Number: 58/63685-00-001

**17. Facility Hardship (Seismic) – Rehabilitation
 Adjusted Grant
 Common Eligible Project Expenditures**

Facility Hardship expenditures must be an eligible SFP expenditure to be considered allowable.

Only the minimum work necessary as indicated in the project's industry specialist report, to mitigate the health and safety issue is eligible. This also includes any other work triggered by the health and safety mitigation work that is required in order to obtain DSA approval, such as required fire and life safety or access compliance work.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract must be executed on or after May 20, 2006.

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
a.	Construction Management Fees	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Building Construction Costs – Including: • Foundations • Structures • Exterior & Interior Finishes • Fittings & Fixtures • Plumbing • Electrical • Mechanical	
c.	Construction Security (Campus Security not eligible and administrative overhead not eligible)	Ed Code Section 17074.25* & SFP Reg. Section 1859.82
d.	Construction Tests	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
e.	Costs incurred to initiate, enforce and maintain a LCP, which may include school district "third party providers" costs, district's own Force Account labor costs, or construction manager costs.	Labor Code Section 1771.1(a) & (b) & SFP Reg. Section 1859.79.2 & 1859.82

Office of Public School Construction Application Number: 58/63685-00-001

CONSTRUCTION COSTS		
	Type of Expenditure	Authority
f.	Force Account Labor – complies with the Public Contract Code and is specific to the project, adhering to the following criteria outlined in Section 20114: - For school districts with an average daily attendance less than 35,000, the total number of hours on the job does not exceed 350 hours - For school districts with an average daily attendance of 35,000 or greater, the total number of hours on the job does not exceed 750 hours or when the cost of material does not exceed \$21,000. - Must be work that involves a skilled trade. To be eligible must be supported by time cards or time logs.	PCC Section 20114 & SFP Reg. Section 1859.82
g.	Inspections – For services provided during construction of the project.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
h.**	Utility Services – Only if approved for 50 years or older permanent building Modernization project (see SFP Regulation Section 1859.78.7).	Ed Code Section 17074.25 & SFP Reg. Sections 1859.78.7 & 1859.82
i.	Demolition Costs	Ed Code Sections 17074.25 & 1859.82
j.	Interim Housing	Ed Code Sections 17074.25* & 1859.82

*These costs are recognized as components of allowable costs pursuant to EC Section 17074.25, and may be included as allowable expenditures under the Modernization program.

**Eligible expenditures in these sections may exceed the amounts requested on the Funding Application.

Office of Public School Construction Application Number: 58/63685-00-001

H. Advisory Listing Detailing Common Ineligible Project Expenditures

The following tables are intended to provide advisory listings of common, but not exhaustive, ineligible Project expenditures.

In addition to the ineligible Project expenditures listed on the following tables, any costs associated with the Grantee's local debt issuance or interest on the Grantee's local bond(s) are also ineligible Project expenditures.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The local auditor may use the written response from OPSC to guide the audit of the project expenditures.

Office of Public School Construction Application Number: 58/63685-00-001

**16. Facility Hardship (Seismic) – Rehabilitation
Separate Apportionment for Design Costs
Or Adjusted Grant
Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

DESIGN COSTS		
	Type of Expenditure	Authority
a.	Legal Fees not attributable to the project	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	For projects that received Design funds only any construction related expenditures are not eligible	

Office of Public School Construction Application Number: 58/63685-00-001

**17. Facility Hardship (Seismic) – Rehabilitation
 Adjusted Grant
 Common Ineligible Project Expenditures**

If the facility hardship expenditure is not able to be categorized on the list of eligible SFP expenditures then it is considered ineligible.

Any work beyond the minimum work necessary, as indicated in the project's industry specialist report, to mitigate the health and safety issue(s), or work that was triggered by the health and safety mitigation work and that is required in order to obtain DSA approval, is not eligible.

Elective work or upgrades outside of the required scope of work done by the District are not eligible for funding.

Construction contract executed prior to May 20, 2006 is not eligible.

	Type of Expenditure	Authority
a.	Administrative and overhead costs including indirect costs for general management.	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
b.	Campus supervision going beyond construction site security (such as campus security and administrative overhead).	
c.	Expenditures which have been reimbursed from another source such as insurance proceeds.	
d.	Repair of damages incurred during construction are not eligible	
e.	Expenditures associated with Facility Hardship SAB approvals which were not constructed as originally approved (see Regulation Section 1859.82).	
f.	Operational costs (such as service contracts and maintenance expenses or commissioning).	Ed Code Section 17074.25 & SFP Reg. Section 1859.82
g.	Supplies as described in the California School Accounting Manual (CSAM), Procedure 770.	
h.	Furniture and Equipment is not eligible for a facility hardship rehabilitation project unless specifically approves by DSA.	

Office of Public School Construction Application Number: 58/63685-00-001

I. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Project, at a Project-specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for an audit, pursuant to Education Code Section 41024(a)(4).

Financial accounts, documents, and records may be retained electronically.
(Authority: Government Code Section 12275(a) and (b), and Education Code Section 41024)

J. Material Inaccuracy

If a failure by the Grantee to comply with the terms of this Agreement, or an audit report determination that the Grantee has violated applicable state or federal law as it relates to this Project, stems from falsely certified information on the Funding Application or Fund Release Application (including certifications made by architects or other design professionals), then Material Inaccuracy findings and penalties, as described in Education Code 17070.51 and SFP Regulation Section 1859.104.1, may apply.

K. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Office of Public School Construction Application Number: 58/63685-00-001

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Disputes

1. Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Office of Public School Construction. The Office of Public School Construction and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
2. Any claim that the Grantee may have regarding the audit report's project expenditure determination shall be adjudicated by the Education Audit Appeals Panel, consistent with Education Code Section 41344.

N. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

O. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Project. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Project, even if those laws and regulations are not specifically cited in this Agreement.

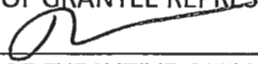
P. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

Office of Public School Construction Application Number: 58/63685-00-001

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Trevor Walker	PHONE NUMBER 760-769-4821
SIGNATURE OF GRANTEE REPRESENTATIVE 	DATE 8/13/2018
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: September 12, 2018

AGENDA ITEM: Certification of 2017-18 Unaudited Actuals Report

BACKGROUND: Pursuant to Education Code Section 42100, the Board of Trustees must annually certify the accuracy of the Unaudited Actual Financial Report for the prior fiscal year.

RECOMMENDATION: It is recommended that the Board of Trustees certify the accuracy of the 2017-18 Unaudited Actual Financial Report.

Unaudited Actuals Report is available for review at the District Office or online at:
www.muroc.k12.ca.us School Board - 2018-19 Board Agendas

**BEFORE THE GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA**

**RESOLUTION FOR ADOPTING THE "GANN" LIMIT
Resolution No. 9-18-04**

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 2017-2018 fiscal year and a projected Gann Limit for the 2018-2019 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 the 2017-2018 and 2018-2019 fiscal years 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 2017-2018 and 2018-2019 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.

I CERTIFY that the above resolution, proposed by Trustee _____ and seconded by Trustee _____, was duly passed and adopted by the Governing Board of the Muroc Joint Unified School District of Kern County, California, at an official and public meeting thereof held on September 12, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

DATED: September 12, 2018

**GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT**

By: _____
Secretary of Governing Board

Attachment: Staff Report