



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Education Center
Board Room
10055 Slater Avenue
Fountain Valley, CA

August 18, 2011

- CALL TO ORDER: 6:00PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Property Negotiations: *Government Code 54956.8*
Real property negotiator Marc Ecker and legal counsel Andreas Chialtas will speak to the board about the negotiations concerning the properties at 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.

- PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. PUBLIC HEARING ON CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees. Public input is welcome.

STUDY SESSION

2. STUDY SESSION ON BOARD INTERESTS FOR 2011-12

The Board of Trustees will conduct a second study session for the purpose of discussing the Board Interests for 2011-12.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

3. ADOPTION OF DISTRICT GOALS FOR 2011-12 SCHOOL YEAR

M ___
2nd ___
V ___

The District Goals were first presented to the Board of Trustees in a study session held on July 21, 2011. The Board reached consensus on these goals that evening.

Superintendent's Recommendation: It is recommended that the Board of Trustees formally adopt the 2011-12 District Goals.

4. APPROVAL OF REVISED 2011-12 SCHOOL YEAR CALENDAR

M ___

2nd ___
V ___

The revised 2011-12 school year calendar includes the following revisions made based upon the adopted State budget: restoring of the four instructional days February 22, 23, 24, 2012 and April 6, 2012; maintaining President’s Day holiday as February 20, 2012; and rescheduling Lincoln’s Birthday to February 13, 2012.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the revised 2011-12 school year calendar.

5. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

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

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

Routine Items of Business

- 5-A. Board Meeting Minutes from July 21st regular meeting
- 5-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 5-C. Warrants
- 5-D. Purchase Order Listing
- 5-E. Budget Transfers
- 5-F. Renewal of Board membership in CSBA for 2011-12 in the amount of \$9240

Consent Items

5-G. RESOLUTION 2012-07: GANN AMENDMENT APPROPRIATIONS LIMITATION

Superintendent’s Comments: It is recommended that the Governing Board adopt Resolution 2012-07 identifying the 2010-11 actual appropriation limit and the 2011-12 estimated appropriation limit.

5-H. APPROVE ATTENDANCE OF STUDENTS FROM VISTA UNIFIED SCHOOL DISTRICT

Superintendent’s Comments: It is recommended that the Board of Trustees approve the Inter-district Attendance Agreement between Vista Unified School District of San Diego County and the Fountain Valley School District and authorize the Superintendent or his designee to sign all documents.

5-I. CAPITAL FACILITIES FUND / DEVELOPER FEES

Superintendent's Comments: It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund Income to Expenditures.

5-J. 2011-12 MEMORANDUM OF UNDERSTANDING WITH OCDE

Superintendent's Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding with the Orange County Department of Education and the Special Education Services Division for programs for individuals with exceptional needs including a regional deaf and hard of hearing program.

5-K. SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with parents signed July 25, 2011 to reimburse parents for educational related services from August 1, 2011 through June 30, 2012 in an amount not to exceed \$41,290 and attorney fees not to exceed \$1,500 as full and final settlement of all outstanding claims pertaining to Sibling A.

5-L. SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with parents signed July 25, 2011 to reimburse parents for educational related services from August 1, 2011 through June 30, 2012 in an amount not to exceed \$41,290 and attorney fees not to exceed \$1,500 as full and final settlement of all outstanding claims pertaining to Sibling B.

5-M. AGREEMENT FOR PROVISIONS OF POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS VIOLENCE PREVENTION EDUCATION SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement between the Fountain Valley School District and the Orange County Department of Education for provisions of the Positive Behavioral Intervention and Supports Violence Prevention Education Services, Agreement #37117 for the fiscal year 2011-12.

5-N. GRANT AGREEMENT FCI-SD-07 BY AND BETWEEN CHILDREN SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approve Grant Agreement FCI-SD-07, for the period July 1, 2011 through June 30, 2012 between the Children and Families Commission of Orange County and Fountain Valley School District.

5-O. AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION TO PROVIDE PROFESSIONAL DEVELOPMENT IN CO-TEACHING

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education to provide professional development in co-teaching for administrators and teachers at Fulton, Masuda, Moiola, and Talbert.

5-P. RESOLUTION 2012-08: APPROVAL OF CONTRACT AMENDMENT AND AUTHORIZING MONA GREEN TO SIGN

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2012-08 approving the Amendment 02 to the Local Agreement for Child Care Development Services and authorizing Mona Green to sign all documents.

5-Q. RESOLUTION ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENTS FOR FUTURE RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2012-09 establishing a health benefit vesting requirement of fifty years of service for future retirees.

5-R. APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION PROGRAM FOR 2011-12

Superintendent's Comments: It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2011-12.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- Notice of Change of September Board Meeting Date
- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, September 8, 2011 at 7:00pm pending Board approval this evening.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.k12.ca.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Board meeting proceedings are tape recorded.

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

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 18, 2011 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT

Dedra Norman, Director
Fiscal Services



SO: 2010-11/B12-7
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Study Session on Board Interests for 2011-12**
DATE: August 10, 2011

The Board shall participate in a second public study session for the purpose of continuing its discussion of its Board Interests for the 2011-12 year. At the regular Board meeting held on July 21, 2011, the Board held an initial study session for the purpose of discussing its Board Interests for the 2011-12 year. Below are the interests discussed during this session.

The Board shall seek to reach consensus on its 2011-12 Board Interests at the September board meeting.

BOARD INTERESTS FOR 2011-12

1. Change the timing for discussion and adoption of District Goals and Board Interests from the summer to the late winter/spring to better coincide with the budget development for the upcoming school year.
2. Initiate a collaborative effort with the Educational Foundation to market the excellent services and image of the Fountain Valley School District to the community at large who are not necessarily parents of students attending Fountain Valley schools.
3. Initiate to the extent that time and resources are available to investigate and apply for grants that can provide additional funding for educational programs.
4. Maintain the previous state financial standards and criteria for determining our district's ability to meet its financial obligations for the current and the succeeding two years.
5. To the extent that resources allow, continue to explore possible magnet educational programs that will meet varied student needs and attract more students to the district.



SO: 2011-12/B12-8
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Adoption of District Goals for 2011-12**
DATE: August 10, 2011

Background:

The Fountain Valley School District Board of Trustees reviews and adopts the District's strategic goals on an annual basis. The Board participated in a public study session for the purpose of discussing the District Goals for the 2011-12 year at the regular board meeting held on July 21, 2011.

The 2011-12 proposed goals presented to the board by senior managers reflect, to a degree, the budgetary constraints placed on the District as a result of the funding cuts by Sacramento. The superintendent collaborated with senior management in creating the 2011-12 goals for the Instruction, Human Resources and Business Divisions.

At the conclusion of the study session, the Board reached consensus on the goals as presented to the board by senior managers.

Recommendation

It is recommended that the Board of Trustees adopt the attached District Goals for the 2011-12 school year.



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2011-12

INSTRUCTION DIVISION

GOAL 1: STANDARDS & ACCOUNTABILITY

It is the goal of the Fountain Valley School District to increase our effectiveness in moving all students academically to proficiency level through the implementation of data driven instruction.

1. Principals will communicate expectations and will work closely with the teachers on data driven instruction using the new Illuminate program.
2. In light of recent changes to District contract language and our efforts to maintain professional learning communities to the extent possible, activities will be planned and implemented at school sites to provide opportunities for staff to engage in meaningful conversations surrounding effective teaching and learning based on the Cotsen model, to include participation in alumni portion of the Cotsen program.
3. A committee of teachers will be formed to develop District benchmark assessments in mathematics. Additionally, a committee of school and District stakeholders will review and evaluate implementation of the DIBELS assessment as well as the newly developed ELA benchmark assessments and make recommendations, as needed.

GOAL 2: TEACHING AND LEARNING

It is the goal of the Fountain Valley School District to improve intervention instructional strategies and collaboratively work to improve instructional delivery for all students through the continued development of Professional Learning Communities.

1. The Dynamic Indicators of Basic Early Literacy Skills (DIBELS) assessment will be used to monitor reading achievement and identify at-risk students in Kindergarten through third grade.
2. Administrators will continue working with staff to effectively implement Response to Intervention (RtI) strategies as a means of supporting achievement for all students.

3. The Professional Learning Community concept will continue to be developed as an effective collaboration tool at all schools. The District will support the effective implementation of PLC's to the degree possible.
4. The Community Volunteer Academy will continue to provide additional assistance to classroom teachers. They will work in classrooms, providing assistance for at-risk students in the areas of reading and mathematics. Parents will be provided with expanded training opportunities.
5. The Assistant Superintendent, Curriculum and Instruction, will work with staff to support the on-going implementation and evaluation of the All-Day Kindergarten and Preppy K (Transitional Kindergarten) programs.
6. Courreges, Gisler, Moiola and Newland Schools will participate in the Positive Behavioral Interventions and Supports (PBIS) Grant through the Orange County Department of Education.
7. The Visual and Performing Arts Plan will be implemented throughout the District. We will continue the Fountain Valley School District Middle School Singers program, collaborating with Fountain Valley High School. We will also continue the Fountain Valley School District Honor Marching Band in collaboration with Fountain Valley High School. Both groups will perform at several venues throughout the school year.

GOAL 3: STAFF DEVELOPMENT

It is the goal of the Fountain Valley School District to provide professional development for all instructional staff that will maximize the effectiveness of instruction and lead to all students reaching a proficiency level in the curricular subjects.

1. New teachers will be provided with professional development and training in collaboration with BTSA in identified areas of need.
2. Teachers at Courreges, Newland, Fulton, and Masuda have been trained to implement the visual arts curriculum. All other sites will receive professional development in this area. Several schools will continue the implementation of the new theater and dance curriculum. Plavan staff will begin sharing their experiences with the integration of the music curriculum with teachers at other sites.
3. A District-wide writing program, studied by a program writing committee, will be explored for implementation. After one has been selected, Fountain Valley School District teacher-leaders will provide professional development to support effective implementation.
4. Training will be provided for all K-5 administrators and teachers on the new Houghton-Mifflin Medallion Reading program.



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2011-12

HUMAN RESOURCES DIVISION

GOAL 4: RECRUITMENT/RETENTION OF HIGHLY QUALIFIED CERTIFICATED STAFF

The Fountain Valley School District shall attract and retain teachers and certificated management personnel who possess the talent and potential to assure sustained success.

1. Continue to improve the process of teacher and administrator recruitment and selection by implementing an effective application screening and interview process to possibly include demonstration lessons that best identifies top candidates for positions.
2. Sustain high quality health care options, through activities monitored by the district's Insurance Committee through the collective bargaining process

GOAL 5: IMPROVING THE EVALUATION PROCESS FOR CERTIFICATED AND CLASSIFIED STAFF

The Fountain Valley School District will develop an effective process to assist managers and administrators in supervising employees.

1. Continue working with principals in the retention of first and second year teachers. Establish specific timelines, expectations and actions by principals in regard to the retention of first and second year teachers.
2. Explore the current evaluation process for permanent teachers and begin discussions surrounding ideas that would make our current teacher evaluation system more consistent with new federal and statewide teacher evaluation models currently being drafted and in compliance with new state and federal guidelines.
3. Continue to improve communication regarding policies and procedures related to employee evaluation and discipline specifically including consistent application and adherence to statutory or administrative timelines.



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2011-12

BUSINESS DIVISION

GOAL 6: ASSETS MANAGEMENT

The Fountain Valley School District will continue to develop a strategy for increasing district revenue through disposition of surplus property and investment of sales proceeds. Facilities, furniture and equipment will continue to be maintained and improved in order to provide the best possible environment for student learning, effective instruction and staff efficiency.

1. Increase occupancy at Crossroads building from 55% to 70%. Increase tenant occupancy at District Office building from 50% to 90%.
2. Support technology and infrastructure improvements by identifying and allocating support in this area, as the budget allows.
3. Complete the sale of the Lamb and Wardlow surplus sites or remarket as necessary.
4. Continue to maintain high standards and service levels in the Grounds, Operations, Transportation and Maintenance Departments.
5. Pursue purchase of leased portables, repayment of COP's and other potential long term cost reductions.

GOAL 7: DISTRICT FISCAL RESOURCES

The Fountain Valley School District will manage all of the District's fiscal resources in a prudent manner to maintain a sound financial position in order to support instruction and learning.

1. Continue to monitor and review all expenditures in order to fully insure all the adopted budget reductions are fully realized in order to maintain the solvency of the District, while maximizing resources available to support student learning, employee compensation and maintenance of District assets.

2. Monitor and manage the District's cash flow position in order to minimize the impact of the State's budget and cash flow problems on the District, thereby maximizing investment return and minimizing potential interest costs.
3. Monitor all funds to maintain self-sufficiency and avoid the need for General Fund support.
4. Complete the work of the district's school boundary and closure committee which will culminate with a final report to the Board.
5. Develop blueprint for future Endowment Fund using proceeds of potential surplus site sales; identify source of funds, investment policies and planned uses of earnings.

FOUNTAIN VALLEY SCHOOL DISTRICTRevised: 08/18/2011
Attachment "A"**2011-2012 SCHOOL YEAR CALENDAR**

AUGUST	22-Monday	ADMISSIONS DAY HOLIDAY
	23-31	1 DAY RETURNING TEACHER PRE-SERVICE
	23-Tuesday	SCHOOL OFFICES OPEN TO PUBLIC
SEPTEMBER	1,2,6	TEACHER PRE-SERVICE DAYS
	5- Monday	LABOR DAY HOLIDAY
	7-Wednesday	FIRST DAY OF SCHOOL
	15-Thursday	BACK-TO-SCHOOL NIGHT K-5/8
	22-Thursday	BACK-TO-SCHOOL NIGHT 6-8
OCTOBER	14	MID TRIMESTER
	31-Monday	PARENT CONFERENCE DAY (Modified day)
NOVEMBER	1-4	PARENT CONFERENCE DAYS (Modified days)
	11-Friday	VETERANS DAY OBSERVED
	21-25	THANKSGIVING RECESS
END OF FIRST TRIMESTER 57 DAYS – DECEMBER 2		
DECEMBER	19 – 31	WINTER RECESS
JANUARY	2- Monday	WINTER RECESS
	3- Tuesday	RETURN TO SCHOOL
	16-Monday	MARTIN LUTHER KING BIRTHDAY HOLIDAY
	27	MID TRIMESTER
FEBRUARY	13-Monday	LINCOLN’S BIRTHDAY HOLIDAY
	20-Monday	PRESIDENTS’ DAY HOLIDAY
MARCH	22- Thursday	OPEN HOUSE 6-8
	28-30	PARENT CONFERENCE DAYS (Modified days)
END OF SECOND TRIMESTER – 61 DAYS – MARCH 16		
APRIL	9-13	SPRING RECESS
	19-Thursday	OPEN HOUSE K-5/8
MAY	4	MID TRIMESTER
	28- Monday	MEMORIAL DAY HOLIDAY
	29- Tuesday	MODIFIED DAY-FVEA/FVSD CERTIFICATED RETIREE RECOGNITION
JUNE	18-20	MODIFIED DAYS
	20-Wednesday	LAST DAY OF SCHOOL
	21-Thursday	STAFF DEVELOPMENT
END OF THIRD TRIMESTER – 62 DAYS – JUNE 20		
JUNE	26	SCHOOL OFFICES CLOSED TO PUBLIC

DAYS OF INSTRUCTION-180

NOTE: Every Thursday school is in session is a modified day, plus 10 additional modified days.
No instructional minutes are lost to students because of modified days.

Board Approved: 08-18-2011

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 21, 2011

MINUTES

President Judy Edwards called the regular meeting of the Board of Trustees to order at 6:00pm. **CALL TO ORDER**

The following board members were present: **ROLL CALL**

Mrs. Judy Edwards	President
Mr. Ian Collins	President Pro Tem
Christine Allcorn	Clerk
Sandra Crandall	Member
Jimmy Templin	Member

Motion: Mr. Collins moved to approve the meeting agenda. **AGENDA APPROVAL**

Second: Mr. Templin

Vote: 5-0

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

Mr. Edwards announced that the Board would retire into Closed Session. Action was anticipated. The following would be addressed: **CLOSED SESSION**

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Mrs. Cathie Abdel.
- Property Negotiations: *Government Code 54956.8*
Real property negotiator Marc Ecker and legal counsel

Andreas Chialtas will speak to the board about the negotiations concerning the properties at 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.

The public portion of the meeting resumed at 7:32pm.

Mrs. Abdel led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE
CLOSED SESSION ANNOUNCEMENT

Mrs. Allcorn made the following Closed Session announcement:

The Board met with legal counsel in Closed Session and discussed the Lamb and Wardlow properties. The Board gave direction to legal counsel with respect to further negotiations, and gave authority to the Superintendent to enter into an amendment to the Purchase and Sale Agreement to modify the purchase price, provided said price is within the range of the negotiation authority provided to counsel.

Motion: Mr. Collins

Second: Mrs. Allcorn

Vote: 5-0

PUBLIC HEARING

A public hearing was held for the purpose of discussing the State Testing Apportionment Information Report Waiver proposal for the Fountain Valley School District. Public input was welcomed. There were no requests to address the Board and the public hearing was closed.

PUBLIC HEARING FOR STATE TESTING APPORTIONMENT INFORMATION REPORT WAIVER

STUDY SESSION

The Board conducted a study session for the purpose of discussing the proposed 2011-12 District Goals.

STUDY SESSION ON 2011-12 PROPOSED DISTRICT GOALS

Ms. Silavs began by explaining that the Instruction Division Goals were developed in concert with Mrs. Eadie prior to her retirement and that many are a continuation of the goals from 2010-11. She reviewed each of the Instruction goals and strategies with the Board.

Regarding the first goal, Standards and Accountability, strategy one, Mrs. Crandall asked what portions of Illuminate are implemented already and which will be implemented, for example the grade book functions. Ms. Silavs explained that last

year Cox piloted the grade book and report card functions and during the Staff Development days on September 1st and 2nd, management is looking forward to sharing more about these functions with staff. Mrs. Crandall asked about the web cam function as well and whether or not there were plans to purchase these for the sites as well. Ms. Silavs and Dr. Hoefler explained that these have been acquired for some schools while there are some technical issues with getting them at every school at this time. And finally Mrs. Crandall asked about the Parent Portal and whether or not this is something that we will have in our district. Ms. Silavs explained that this is the intent and that they will be meeting with the Illuminate staff to see all that can be implemented in the District. Mrs. Crandall noted that she is pleased to see that the implementation of this new program has been well thought out and is supported.

Regarding strategy two, Mrs. Crandall noted that six of eight of our elementary schools have had the Cotsen program. She expressed her interest in seeing these sites participating in the alumni program. Dr. Ecker noted that as Cotsen is only a two year program, thus the alumni program is critical after program completion. He noted that he can see massaging this strategy to include the Cotsen alumni program but that also he is not sure the limitations on the district in participating. Mrs. Crandall noted that it takes the initiative of the schools. Ms. Silavs explained that we can definitely look into this for those sites.

Regarding strategy three, Mrs. Crandall noted that two ambitious goals have been combined into this and questioned whether or not there might be an advantage to separating these two out. Ms. Silavs noted that this is a good suggestion. Mrs. Allcorn noted that when the midyear reports come out, it can be reported back which portions were achieved. Dr. Ecker agreed that these could be kept together and still reported back on.

Mrs. Allcorn asked regarding strategy two and the Cotsen model being an elementary model whether there are plans to adapt this for use at the middle schools. Ms. Silavs noted that it is more looking at the model of the program and then using this at all of the schools. Dr. Ecker noted that what makes Cotsen powerful for this district and others is the funding of staff development opportunities, substitutes and unfortunately it is not funded for middle schools. The realistic situation of these goals is that there are serious limitations on funds. Mr. Collins noted that sometimes middle school educators see themselves as separate but if there is an opportunity to be exposed to portions of the program and sit down with those alumni for idea sharing it can be very helpful.

Regarding goal two, Teaching and Learning, strategy five, Mrs. Allcorn asked if there are any plans to expand the current pilot program. Dr. Ecker noted that based upon the midyear report on the pilot program the Board may be in a better position to decide whether or not to continue the program and decide to possibly expand the program. Ms. Silavs noted that as a Transitional Kindergarten program, we will be required to continue it so if there are any concerns we can address at the midyear time how best to correct them.

Mr. Templin asked regarding strategy six how the schools participating were chosen. Ms. Silavs explained that these schools applied to participate.

Regarding the implementation of DIBELS, strategy one of goal 2 and strategy three of goal one, Mrs. Crandall noted the importance of making sure that DIBELS is being used by everyone given that it is only the second year that it is in the district. She also noted that if there are any holes in what DIBELS reports, as an ELA benchmark assessment there is still a chance to go back to the older assessments to bring everything together and ensure that all is being reported.

Regarding RtI, Mrs. Crandall noted that from the monthly reports of the principals that the sites are at different levels with this program and she commended Ms. Silavs for keeping this as a goal. Regarding strategy four, the Community Volunteer Academy, she also noted her appreciation for the expansion and the addition of new presenters.

Regarding strategy six and PBIS, Mrs. Crandall noted that all of the funding for this will be gone and noted that it seems that all of the release time and the materials needed except for the rubber wristbands were taken care of while the funding was there the first year and so the program should work just fine in her opinion.

Regarding the Visual and Performing Arts program, strategy seven, Mrs. Crandall questioned whether the student fee proposal in the State will affect this. Mrs. Allcorn noted that these events are all after school. Dr. Ecker agreed that in speaking with the County regarding this, it is our understanding that those activities outside of the school day are within the structure of the new student fees.

Mr. Collins commended the District for its emphasis on the performing arts and noted the success of the programs. He noted that so many other districts cut these programs due to financial reasons but he is glad to see these programs still here in the district.

Regarding goal three, Staff Development, strategy one, Mrs. Crandall asked who would identify the areas of need, BTSA professional standards model or other. Ms. Silavs explained that

yes this is part of it in addition to typical needs of new teachers starting in the classroom, acclimating to the district, DIBELS, and help them with management issues and reporting. Mrs. Crandall noted her interest in seeing training in “time on task” incorporated into this strategy to make up for lost instructional days.

Regarding strategy two, Mrs. Crandall asked how this would be done in terms of staff development. Ms. Silavs explained that in working with the district’s arts coordinator, Bridget Gersi, they can establish the best means to make this happen, including looking at using some of the time in the six staff development days at the beginning of the year. Training on the art kits is a priority.

Regarding the Medallion program and strategy four, Mrs. Crandall noted her interest in seeing a district-wide writing program and was pleased to see that Ms. Silavs is taking a close look at this. Regarding the training, she asked whether the trainings would be conducted in the same manner as last year. Ms. Silavs explained that there will be an in-service during the management retreat on the Medallion program and then additional plans are in place to expand this training for the teachers and principals beyond the materials and more on how they support the broader goals.

Dr. Ecker noted that the district does work in concert with the BTSA program and with the County in terms of the identified needs of new teachers and noted that there is ongoing communication with the principals and these new teachers. A lot is covered under the BTSA program.

He also explained that regarding a district-wide writing program, writing is so critical and we are currently trying to get our hands around what our strategy should be in terms of district-wide versus site by site and what would be the best for the district. Many have been tried over the past, some more successful than others. Ms. Silavs explained that in the coming year the teachers will be working to implement the new Medallion program, where the teacher materials have been revised to meet the new State requirements for ELA but the student books stay the same, allowing us to purchase these at such a reduced cost. Mrs. Edwards asked whether or not we have been putting together new prompts each year for the writing assessment. Ms. Silavs explained that there are writing prompts that we have but according the MOU there was some adjustments to that for the middle schools.

Mr. Collins noted his understanding of and asked for Dr. Ecker’s confirmation that the board’s role is to set the goals for the district while it is the role of management to say how those goals will be accomplished. He asked if it is the role of the board to suggest

how goals are accomplished. Dr. Ecker explained that the goals in front of the board and the strategies intended to implement them are presented to the board not so much so that the board may wordsmith them, but so that the board can come together in a general consensus on these goals. This way if the board disagrees with the goals or a strategy they can express this. The goals are generated by the senior staff while the interests are generated by the Board. Before management starts the task of implementing the goals, they look to the board for their input so that prior to ratifying the goals, the board can review and provide input.

Dr. Ecker asked if there was consensus on the goals so far. The board agreed that there was. He noted his understanding there should be an addition to goal one regarding the need to increase participation in the Cotsen alumni program and the addition of BTSA in goal number two.

Mrs. Abdel reviewed the Human Resources goals and strategies with the Board.

Mr. Collins commended the inclusion of the site administrators in the screening process for positions both at the sites and at the District Office noting that these administrators are at the heart of the district. Mrs. Allcorn noted that with 5000 applications they can definitely use the help. Mr. Templin agreed that administrative involvement in screening is important.

Mrs. Crandall asked whether any research had been done into making sure that all levels of applications can be done online.

Mrs. Abdel noted that this was something she would need to look into in the future.

Dr. Ecker noted the potential inclusion of demonstration lessons in the teacher selection process.

Mrs. Crandall noted that given all of the discussion throughout the State regarding teacher evaluations, it will be amazing to see all of the change in this area. She noted that there is a huge amount of information out there for Mrs. Abdel's review.

Dr. Ecker noted that regarding principal involvement in the screening process it is indeed very important that they are very involved. Regarding strategy two and teacher evaluations, he explained that this is a negotiable item that he has discussed with the FVEA president. He noted that there is nothing more important than everyone being held accountable for professional services, regardless of position. He explained that when the State gets around to agreement on the new ESEA reauthorization he believes we will see a component included regarding data driven evaluations. He explained that whatever our district can do to

move the ball forward toward this here will be beneficial. Mr. Collins commended the inclusion of consistency in the language, noting teacher appreciation for consistency and fairness in administrative policy.

The board agreed that there was consensus on the Human Resource goals.

Dr. Ecker reviewed the Business Division goals and strategies with the Board.

In reviewing goal six, Dr. Ecker noted that the district has a terrific Maintenance and Operations system. He also commended Transportation Director Jim Sobraska noting that not one complaint regarding transportation came to his office this past year. He also commended the district's technology department noting the new management under Supervisor Frank Pitoniak. He also commended Gary Ron and Joe Hastie on their work this year. Mr. Collins noted that when adopting new programs that require technology, it is important that the technology is actually available in order for the programs to be successful. Regarding strategy seven, Dr. Ecker noted that the district has endured over \$7 million in cuts and including the cuts to benefits and salaries for employees, the total is near \$10 million. Mr. Templin asked whether or not the Endowment Fund mentioned in strategy five is the same as Fund 40. Dr. Ecker explained that the goal is to use this in the future as an Endowment Fund whereas unfortunately, currently it is not. Mr. Collins commended the inclusion of the blueprint in the goals and noted that this is something that the Board would like to see. Dr. Ecker noted that nothing is too small to save.

The board agreed that there was general consensus on the Business Division goals.

Mrs. Edwards explained Mr. Collins' interest in moving the development of the Board Interests to February in order to better align with the development of the district's budget. Mr. Collins noted that CSBA also supports this idea. Mrs. Edwards also explained that in the past the Board has put in no more than five interests and in general they are global interests, some not always attainable in a single year.

STUDY SESSION ON
BOARD INTERESTS FOR
2011-12

Mrs. Edwards noted that for quite some time there has been an interest included to support the Foundation and that at this time it may be a foregone conclusion that the Foundation has the Board's

support. Mr. Collins agreed but also stated that there may be a change in the way that things are done in the Foundation. He noted that it might be beneficial to have a report back to the Board of the positive changes in the Foundation. He expressed his interest in seeing more business members included on the Foundation Board. Mrs. Allcorn noted that it could be that symbolic interest for the Board. She noted her concern of the potential message if this were taken off of the list. Mrs. Edwards noted that the other district committees that were consolidated into one interest last year.

Mrs. Crandall expressed her interest in seeing the District's profile raised in the community so that when the support of the community at large is needed, the 86% without children in the district, they understand our mission and goals. Mrs. Allcorn noted that this is similar to the current interest number four and asked if she was just looking for this to be rewritten. Mrs. Crandall noted her interest in seeing greater board presence at community events like the Chamber of Commerce luncheon and similar events in order to raise board presence outside of those events covered in *School News* which is sent out to a select group, more of broader base picture. Mrs. Allcorn explained that while she doesn't think that there is a bad relationship between the city and the district, she expressed her frustration with certain events like the music festival in the city that now has a similar name, Fountain Valley Live, to the district's music fundraiser, Fountain Valley Music Live and the Fountain Valley Educational Foundation in the district versus the Fountain Valley Community Foundation. Mrs. Crandall explained that she was not speaking specifically of the city as an entity but instead all of the different groups within Fountain Valley. She noted her interest in seeing some way to increase the district's profile within the community so that when the district needs the community's support it is there. Mrs. Allcorn noted her interest in seeing a better relationship with the city as well. Dr. Ecker noted from his listening of the conversation the issue of the district's profile and how it is looked upon by a majority of the city. He noted that the district does a good job; people want to be here, but that the percentage of the people that we communicate with is the 14% that have students in the district. He noted the possible need to consult with a marketing firm or come up with a plan ourselves to raise the district's profile with the other 86%. He agreed that our presence at these events can help but that it is more than that. He noted that for the 86%, the schools are liked but that they are not aware of the actual going-ons of the district. Mrs. Allcorn and Mrs. Edwards agreed that perhaps a marketing campaign would be a good idea.

Mrs. Allcorn asked Dr. Ecker what the progress was on our Hyundai grant and if perhaps another interest would be to look for additional grants. She noted that perhaps with the new senior management staff there is more time to seek out additional grants to meet additional needs. Dr. Ecker explained that we have not yet received a response yet. Mrs. Crandall explained that Hyundai is moving their facilities temporarily to Irvine. Dr. Ecker noted that he would reach out again for a response. Mrs. Crandall agreed with Mrs. Allcorn on the interest to search out more grants.

Mrs. Crandall expressed her interest in seeing the district continue a three-year budget forecast. She noted that with the new budget bill, the requirement has reduced the forecasting requirement to a one-year only certification, overseen by the County Offices of Education. Dr. Ecker noted that if the County continues to provide the resources required to do a three-year forecast, the Board could establish this as an interest; it would be difficult to do without the software provided. He noted that most districts feel it should be three years. Mrs. Norman explained that it is a best business practice to have three years forecasted. Mr. Collins asked how realistic it is for the district to meet its forecast in the third year. Mrs. Norman noted that they do monitor this continuously and the current and second years are very good while the third year is more of an estimate and based on what the district thinks is going to happen. Dr. Ecker noted that because of Fund 40 it is easier for the district to meet its third year goals. He noted that we currently have competing goals with one being to maintain the district's Endowment Fund but the other is to keep the district solvent three years out.

Mrs. Crandall noted her interest in seeing a district-wide character education program. Mrs. Edwards noted that there are already such programs at several levels. Mrs. Allcorn noted that such a program exists currently at Talbert. Mrs. Edwards noted Plavan as well. Mrs. Abdel noted that there an element of this as a part of the PBIS grant as well.

Mrs. Crandall also noted her interest in seeing the reading specialists reinstated in the district. Mrs. Edwards noted when this program was cut that all agreed that this was a high priority. Dr. Ecker explained that the cost of the program was about \$500,000 and an extremely painful cut but one that was a high priority to bring back. He explained that until funding is available from the State, he is not sure how realistic it is to include this as an interest when we are not sure when funds will be available again and it has already been noted that it is a top priority to return.

Mrs. Allcorn noted that regarding the character education

program, that perhaps we can highlight more our current character education programs and have the staff participating share back with the board as it is something of high value. She noted that maybe a little more information might help with this to see what improvements can be made or if it is currently working as is. Mrs. Abdel noted that Talbert, Masuda and Fulton have teachers that participated in the ICE grant that includes a character element. Some teachers have gone off with it more than others. Mr. Templin noted his agreement with bringing the reading specialists back and noted that regarding interest three, the importance of bringing more money back into the district, there is a large amount of money lost due to student absences. He noted his interest in educating our parents on the revenue lost because of absences. Mr. Collins agreed suggesting that perhaps this could be included in principal newsletters, perhaps more than once. Dr. Ecker noted that each site does include this in their newsletters. Mr. Templin noted that we do have around 97% attendance but it is amazing what impact the lost fund from the 3% has.

Dr. Ecker summarized the current interests discussed including a changing of the timeline for developing board interests to February, marketing to the 86%, aggressive action towards applying for grants to the extent that our resources allow, adherence to best practices in financial management and keeping strategy three with the magnet programs. He also noted the request for a report as to what character education programs exist currently and to continue to strategize with principals how to decrease absenteeism. Mrs. Allcorn noted that there might be opportunity to marketing to the 86% through the Foundation and our current district community groups. He noted that these would be brought back to the board for their further discussion in August.

BOARD REPORTS AND COMMUNICATIONS

Mr. Templin enjoyed an onsite shooter drill in the district that he works with and noted that it was a fascinating experience that he was able to learn a lot from that perhaps he will be able to share with the board in the future. He noted that he continues to receive emails from the community regarding the school closure committee and he has taken the chance to walk the grounds at four of our elementary sites this summer.

Mrs. Allcorn enjoyed a tour of summer school and noted

BOARD REPORTS AND COMMUNICATIONS

the many great things happening there. She also attended the Fulton promotion and enjoyed the event very much. She also participated in the foster children event at the Orange County Fair and thought it was wonderful. Mr. Collins noted that he has been enjoying vacation with his family. He also noted that there will be a pancake breakfast at the Fountain Valley Fire Station on July 30th to benefit Zach. He also enjoyed a tour of summer school and thanked Mrs. Abdel for the opportunity.

Mrs. Crandall enjoyed a patriotic performance from many of our district students. She also enjoyed a wonderful tour of the special education summer school as well as the foster children event at the OC Fair. She is also working on a game for the city's concert in the park and is hopeful that it will attract kids and in turn their parents to the event.

Mrs. Edwards noted that she has been enjoying travels in Montana and Idaho since the last board meeting. She also enjoyed a tour of special education summer school.

PUBLIC COMMENTS

There was one request to address the board. A concerned Moiola parent addressed the board regarding Decision Insite.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mrs. Allcorn requested that item 4-B: Minutes from the June 23rd Regular Meeting and item 4-I: Resolution 2012-5 Compensation for Board Clerk Allcorn for a missed meeting due to school business travel be pulled for a separate vote. Mr. Collins requested that item 4-H: Renewal of Board membership in OCSBA for 2011-12 in the amount of \$125 and item 4-X: Middle School Lunch Price Increase be pulled for a separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Allcorn moved to approve the Consent Calendar with the exception of items 4-B, 4-H, 4-I and 4-X.

Second: Mr. Collins

Vote: 5-0

Motion: Mr. Collins moved to approve item 4-B: Minutes from the June 23rd Regular Meeting.

Second: Mr. Templin

Vote: 4-0
1- Abstain (Allcorn)

Motion: Mrs. Allcorn moved to approve item 4-H: Renewal of Board membership in OCSBA for 2011-12 in the amount of \$125.

Second: Mr. Templin

Mr. Collins noted his amazement at what a bargain it is for the entire board's membership in CSBA. He commended SchoolsFirst for their sponsorship of the dinners. Mrs. Edwards agreed.

Vote: 5-0

Motion: Mr. Collins moved to approve item 4-I: Resolution 2012-5 Compensation for Board Clerk Allcorn for a missed meeting due to school business travel.

Second: Mrs. Crandall

Vote: 4-0
1-Abstain (Allcorn)

Motion: Mrs. Allcorn moved to approve item 4-X: Middle School Lunch Price Increase.

Second: Mr. Templin

Mr. Collins questioned the rationale behind the lunch increase. Mrs. Edwards noted that having sat on the committee it was seen that a lot of middle school students were not eating lunch because they did not like the selections and instead of bringing their own lunch, they were just not eating at all. She explained that in order to bring in the selections that they do like, Subway and El Pollo Loco, Mrs. Sharpe needed to increase the price. Mr. Collins asked if the new price is an awkward amount for parents. Mrs. Allcorn noted that there is a card that parents can purchase, allowing them to prepay and avoid too many quarters. Dr. Ecker noted that for several years the district has not had to do this but that the costs of goods are increasing.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from June 9th regular meeting
- Board Meeting Minutes from June 23rd regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Renewal of Board membership in OCSBA for 2011-12 in the amount of \$125
- Resolution 2012-05: Compensation for Board Clerk Allcorn for a missed meeting due to school business travel
- Renewal of District Membership in the Huntington Beach Chamber of Commerce in the amount of \$319
- Resolution 2012-01: Authorization of Signatures on Replacement Warrants
- Resolution 2012-02: Appointment of Custodian of the Revolving Cash Fund
- Resolution 2012-03: Authorization of Approval of Vendor Claims/Orders
- Resolution 2012-04: Authorization of Signatures
- Resolution 2012-06: Approval of Child Development Contract and Authorization for Signature for State Preschool program
- Annual Review of Investment Policy
- Agreement for Special Services with School Services of California
- Rejection of Claim 449733
- Williams Uniform Complaint Quarterly Report (Quarter #4: April 1 to June 30, 2011)
- Authorization to Rescind Approval of the Financing of School Bus with Daimler Truck Financial and to Approve in its place California First National Bank
- Approval of the Letter of Support for the Pilot of Professional Development Materials Created by Danya International
- Authorization to Use Ocean View School District Dairy Bid (Bid #05-23)
- Authorization to Use San Gabriel Coop Frozen Food Bid Rep#100:07-08
- Middle School Lunch Price Increase
- Record of Eighth Grade Promotion, June 2011

NEW ITEMS OF BUSINESS

- Mrs. Allcorn Noted that with her new job, she will be limited in her participation in SPC so there is a need to shuffle committee assignments amongst the board members.
- Dr. Ecker Welcomed Ms. Silavs and Mrs. Abdel to the dias and noted that at the next meeting the entire senior management team will be here together.
- Dr. Ecker Thanked Mrs. Smith for her address to the board this evening and noted that he would be discussing her comments with Mr. McMahon regarding Decision Insite.
- Mrs. Edwards Thanked Mrs. Abdel and Ms. Silavs for their explanations of the goals this evening during the study session.

ADJOURNMENT

- Motion:** Mr. Collins moved to adjourn the meeting at 9:50pm.
- Second:** Mrs. Allcorn
- Vote:** Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 18, 2011**

1.0 EMPLOYMENT FUNCTIONS:

1.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE REVISED SCHOOL CALENDAR FOR THE 2011-2012 SCHOOL YEAR (see attachment A)

1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE PROMOTIONS and TRANSFERS OF THE FOLLOWING CERTIFICATED MANAGERS:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	Kajdasz, Jennifer	Assistant Principal	Talbert Middle School	August 3, 2011
1.2.2	Harrison, Heather	Assistant Principal	Masuda Middle School	August 3, 2011

1.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE NEW PROGRAM SPECIALIST, JENNY McCANN EFFECTIVE AUGUST 23, 2011

1.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF RETIREMENTS AND RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES EFFECTIVE 06/17/2011:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Polk, Renee	Resource Specialist	Talbert Middle School	July 17, 2011
1.1.2	Langford, Susan	Speech and Language	Moiola/Tamura Schools	July 17, 2011
1.1.3	Henze, Rachael	Teacher on Leave	District Office	July 17, 2011

2.0 EMPLOYMENT FUNCTIONS:

2.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Morengo, Elizabeth	ESP Instructor	Plavan	September 7, 2011
2.1.2	Beckman, Kathy	Office Assistant	Newland	August 18, 2011
2.1.3	Tengan, Marcia	Office Assistant	District Office	August 18, 2011

2.2 EXECUTIVE DIRECTOR, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.2.1	Infiesto, Janet	Health Assistant	Talbert	June 16, 2011
2.2.2	Cardenalli, Kelly	IA DTT	Newland	July 19, 2011

3.0 WORKSHOP/CONFERENCE ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	CSBA Annual Education Conference	Sandra Crandall	San Diego	Actual & Necessary	012719166-5210	12/01/2011-12/03/2011
3.2	CSBA Annual Education Conference	Judy Edwards	San Diego	Actual & Necessary	012719166-5210	12/01/2011-12/03/2011
3.3	CSBA Annual Education Conference	Ian Collins	San Diego	Actual & Necessary	012719166-5210	12/01/2011-12/03/2011

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

August 18, 2011

INSTRUCTION

4.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1 ANGELICI, Claudia (Ful)	CEMSS Summer 2011	\$500.00 stipend per	01-235-9275-1115	Summer, 2011
PHAN, Viet (Ful)	Workshops	teacher, less benefits		
WESLEY, Sam (Ful)				
BRUNNER, Michael (Mas)				
ELDRIDGE, Ed (Mas)				
IORGA, Susie (Mas)				
SIEMENS, Jeff (Mas)				
STAGE, Daren (Mas)				
MCNALLY, Colleen (Tal)				
(C & I)				

REASON FOR LATE SUBMITTAL: Received information from AUHSD after the submittal date for items for the July 21 Board meeting,

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1 BECKSTROM, Kim (C & I)	Provide training for middle school staff to support FVSD's development of a co-teaching model	Not to exceed \$700.00	01-506-9860-5813	9-1-2011
5.2 SUGRA, Martha A. (Support Services)	Provide translation services as needed for special education cases	Not to exceed \$3,000.00	01-599-9860-5813	7-27-11 through 6-30-12
5.3 SUGRA, Martha A. (Support Services)	Provide translation services as needed for special education cases	\$1,500.00	01-506-9860-5813	4-1-11 through 6-30-11

REASON FOR LATE SUBMITTAL: Late due to confirming translation services.

REASON FOR LATE SUBMITTAL: Late due to unexpected additional case documents to be translated. This will finalize this contract.

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: DEDRA NORMAN
SUBJECT: WARRANT LISTING BOARD MEETING – AUGUST 18, 2011
DATES 7/12/11 – 8/08/11
WARRANT NUMBERS 55547 - 55786

01 GENERAL	\$	519,697.14
12 CHILD DEVELOPMENT	\$	13,577.12
13 CAFETERIA	\$	574.76
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	250.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	6,963.50
68 WORKERS COMPENSATION	\$	58,137.59
69 INSURANCE	\$	540,353.61
TOTAL	\$	1,139,553.72

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4028	GANAHL LUMBER COMPANY	544.95	+40.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			+39.95	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4055	RAINBOW DISPOSAL COMPANY	39,969.42	+33,307.85	012869390 5570	Maintenance / Sanitation Fees
F20R0056	APPLE COMPUTER ORDER	34,558.89	-144.07	012109078 4410	Tech/Media Office Operation / Fixed Assets
			-96.89	015069860 4410	ARRA SpEd Local Asst-Admin / Fixed Assets
			-55.35	015769860 4410	ARRA SpEd Federal Presch-Instr / Fixed Assets
F20R0185	DELL INC	3,727.45	-5.22	012109078 4410	Tech/Media Office Operation / Fixed Assets
			-5.37	015069860 4410	ARRA SpEd Local Asst-Admin / Fixed Assets
F20S8001	UNISOURCE	24,990.80	-0.84	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8002	UNISOURCE	2,426.80	-24.51	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			33,055.55		
Total Amount of Change Orders:			33,055.55		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4001	KRISTAR ENTERPRISES INC.	990.00	990.00	012869390 5570	Maintenance / Sanitation Fees
F20M4003	CINTAS CORPORATION	3,500.00	3,500.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4004	DEPARTMENT OF INDUSTRIAL RELAT	750.00	750.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4006	USA MOBILITY	650.00	200.00	012739961 5920	Health Services / Communications-Pagers,Beepers
			450.00	015999860 5920	Special Ed - Administration /
F20M4007	HOME DEPOT	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4010	WESTCON ELEVATOR INC.	1,300.00	1,300.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4012	MCKINLEY ELEVATOR CORP	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4013	MOBILE FLEET WASH	5,763.00	2,698.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			2,065.00	012919395 5645	Special Ed. Transportation / Outside Services - Repairs
			1,000.00	012929395 5645	Home-to-School Transportation / Outside Services -
F20M4015	MR B'S LAWNMOWER AND SAW SHOP	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
F20M4016	NAPA AUTO PARTS	5,300.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			1,100.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			700.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
			500.00	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
F20M4018	SMARDEN SUPPLY COMPANY	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4019	ORCHARD SUPPLY	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4020	UNIVERSAL FLOORING	1,795.00	1,795.00	012889390 5899	Custodial / Other Operating Expenses
F20M4021	POWER PLUS	1,625.00	1,625.00	252869380 6218	Capital Facilities-Maintenance / Electrical Building
F20M4022	TRUCPARCO	7,500.00	5,000.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			2,500.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
F20M4024	REFRIGERATION CONTROL COMPANY	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4025	REFRIGERATION CONTROL COMPANY	5,000.00	5,000.00	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
F20M4027	HILLYARD / LOS ANGELES	775.00	775.00	012889390 4347	Custodial / Repair & Upkeep of Equipment
F20M4034	MCKINLEY ELEVATOR CORP	296.00	296.00	012869390 5899	Maintenance / Other Operating Expenses

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4035	MONTE COLLINS BACKHOE AND EQUI	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4036	DANBRU WIRE & CABLE INC.	1,387.13	1,387.13	122866098 4410	ESP-Building/Site Improvement / Fixed Assets
F20M4037	VOLOGY INC.	85.00	85.00	122866098 4399	ESP-Building/Site Improvement / Equipment Under
F20M4038	CDWG	757.55	757.55	122866098 4410	ESP-Building/Site Improvement / Fixed Assets
F20M4039	WALTERS WHOLESALE ELECTRIC CO	25,000.00	25,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4040	HOME DEPOT	600.00	600.00	012889390 4340	Custodial / Custodial Supplies
F20M4041	WAXIE	157.00	157.00	012889390 4340	Custodial / Custodial Supplies
F20M4042	A & R FLOOR COVERING	600.00	600.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4043	WAXIE	500.00	500.00	012889390 4340	Custodial / Custodial Supplies
F20M4044	GRAINGER INC.	100.00	100.00	012899390 4343	Gardening / Gardening Supplies
F20M4046	DELL COMPUTERS	758.85	758.85	012899390 4410	Gardening / Fixed Assets
F20M4047	SOUTH COAST SUPPLY	68.00	68.00	012899390 4343	Gardening / Gardening Supplies
F20M4048	AGUINAGA GREEN INC.	60.00	60.00	012899390 4343	Gardening / Gardening Supplies
F20M4054	CITY OF FOUNTAIN VALLEY	200.00	200.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4059	TERRYS TESTING INC.	2,625.00	2,625.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4061	UNIVERSAL FLOORING	1,062.00	1,062.00	012889390 5899	Custodial / Other Operating Expenses
F20M4063	PRECISION FLOOR COVERING	14,846.80	2,846.80	012869390 6299	Maintenance / Other Building & Improvement
			12,000.00	122866098 6210	ESP-Building/Site Improvement / Building
F20M4065	UNIVERSAL FLOORING	1,211.00	1,211.00	012889390 5899	Custodial / Other Operating Expenses
F20M4066	UNIVERSAL FLOORING	1,076.00	1,076.00	012889390 5899	Custodial / Other Operating Expenses
F20M4067	IRONMAN PARTS & SERVICE	175.00	175.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
F20M4068	SIMPLEXGRINELL	3,900.00	3,900.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4070	UNIVERSAL FLOORING	3,111.00	3,111.00	012889390 5899	Custodial / Other Operating Expenses
F20M4071	CHEMSEARCH	500.00	250.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4071	*** CONTINUED ***				
			250.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
F20M4073	SMARDEN SUPPLY COMPANY	500.00	500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4074	HILLYARD / LOS ANGELES	638.31	638.31	012889390 5899	Custodial / Other Operating Expenses
F20M4075	ROBERTSON INDUSTRIES INC.	31,217.26	31,217.26	012869390 6110	Maintenance / Site Improvement - Playground
F20M4076	UNIVERSAL FLOORING	1,437.00	1,437.00	012889390 5899	Custodial / Other Operating Expenses
F20M4077	MR B'S LAWNMOWER AND SAW SHOP	1,818.71	1,818.71	012899390 4343	Gardening / Gardening Supplies
F20M4078	ROADRUNNER EXTERMINATING INC.	140.00	140.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4081	UNIVERSAL FLOORING	1,076.00	1,076.00	012889390 5899	Custodial / Other Operating Expenses
F20M4083	DANBRU WIRE & CABLE INC.	199.51	199.51	011589380 4345	TIIG-Admin Tech Operations / Maintenance Supplies
F20M4084	UNIVERSAL FLOORING	1,216.00	1,216.00	012889390 5899	Custodial / Other Operating Expenses
F20R0139	LAKESHORE LEARNING MATERIALS	600.00	600.00	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
F20R0200	CENTRATION INC	10,749.96	10,749.96	012849380 5813	Fiscal Services / Consultant
F20R0201	AMERICAN OFFICE FURNITURE	1,073.09	1,073.09	010013789 4325	Donations - Oka / Office Supplies
F20R0202	ARIEL SUPPLY COMPUTER & BUSINE	139.00	139.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R0203	ORANGE COUNTY DEPARTMENT OF ED	2,000.00	2,000.00	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
F20R0204	LINDAMOOD-BELL LEARNING PROCES	599.00	599.00	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
F20R0205	ASHA	362.50	362.50	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
F20R0206	TARGET STORES	500.00	500.00	015069860 4315	ARRA SpEd Local Asst-Admin / Media/Library Supplies
F20R0207	MCGRAW-HILL	5,615.12	5,615.12	015069860 4310	ARRA SpEd Local Asst-Admin / Instructional Supplies
F20R0208	HOLT MCDUGAL	3,015.31	3,015.31	015779860 4310	ARRA SpEd Fed Pres Local-Inst / Instructional Supplies
F20R0209	CDWG	442.80	442.80	015069860 4315	ARRA SpEd Local Asst-Admin / Media/Library Supplies
F20R0210	APPLE COMPUTER ORDER	42.41	42.41	015069860 4399	ARRA SpEd Local Asst-Admin / Equipment Under
F20R0211	ACSA FOUNDATION FOR EDUCATIONA	395.00	395.00	012719470 5210	Personnel Department / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0212	ARKIVMUSIC LLC	127.41	127.41	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R0213	DANCETIME PUBLICATIONS	438.41	438.41	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R0214	SUBSTITUTE ONLINE INC	4,235.00	4,235.00	012719470 5899	Personnel Department / Other Operating Expenses
F20R0215	SCHOOL EMPLOYERS ASSOCIATION	1,490.00	1,490.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
F20R0216	ENERGYCAP INC.	1,195.00	1,195.00	012839392 4325	Energy Manager / Office Supplies
F20R0217	BRIGGS, GARY	395.00	395.00	012849380 5640	Fiscal Services / Outside Services - Leases
F20R0218	E.G.BRENNAN & CO.	275.00	275.00	012059385 4325	Publications / Office Supplies
F20R0219	DE LAGE LANDEN FINANCIAL SERVI	21,750.04	21,750.04	012719385 5640	Purchasing / Outside Services - Leases
F20R0220	KEY EQUIPMENT FINANCE	11,515.72	11,515.72	012059385 5645	Publications / Outside Services - Repairs
F20R0221	MARLIN LEASING CORPORATION	8,722.48	8,722.48	012709385 7439	Debt Service / DS/Other Debt Service Payments
F20R0222	METRO BUSINESS SOLUTIONS INC.	5,280.00	5,280.00	012059385 5640	Publications / Outside Services - Leases
F20R0223	METRO BUSINESS SOLUTIONS INC.	21,148.75	10,348.75	012059385 4325	Publications / Office Supplies
			10,800.00	012059385 5640	Publications / Outside Services - Leases
F20R0224	METRO BUSINESS SOLUTIONS INC.	60,000.00	60,000.00	012719385 5640	Purchasing / Outside Services - Leases
F20R0225	METRO BUSINESS SOLUTIONS INC.	8,948.33	8,948.33	012719385 5640	Purchasing / Outside Services - Leases
F20R0226	METRO BUSINESS SOLUTIONS INC.	4,242.00	4,242.00	012059385 5640	Publications / Outside Services - Leases
F20R0227	BENTLEY PRINTING & GRAPHICS IN	223.03	22.30	012289961 4325	MAA - Administration / Office Supplies
			22.30	012658155 4325	Assessment and Accountability / Office Supplies
			22.30	012719275 4325	Curriculum/Instruction Office / Office Supplies
			89.22	012719470 4325	Personnel Department / Office Supplies
			66.91	012849380 4325	Fiscal Services / Office Supplies
F20R0228	DEPARTMENT OF SOCIAL SERVICES	474.10	474.10	120016198 5899	State Preschool Instructional / Other Operating Expenses
F20R0229	DEPARTMENT OF SOCIAL SERVICES	474.10	474.10	120016498 5899	Child Dev Oka Preschool-Instr / Other Operating Expenses
F20R0230	BANC OF AMERICA LEASING	132,096.90	132,096.90	012719385 5640	Purchasing / Outside Services - Leases
F20R0231	ARIEL SUPPLY COMPUTER & BUSINE	343.67	343.67	012849380 4325	Fiscal Services / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0232	INTEGRA REALTY RESOURCES	4,600.00	4,600.00	408508990 5813	Mt Hermann Project / Consultant
F20R0233	ORANGE COUNTY DEPARTMENT OF ED	3,700.00	3,700.00	012719385 5818	Purchasing / Courier Service
F20R0234	TARGET STORES	200.00	200.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
F20R0235	CSBA	65.00	65.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
F20R0236	APPLE COMPUTER ORDER	12,000.00	12,000.00	015069860 4320	ARRA SpEd Local Asst-Admin / Computer Supplies
F20R0237	CSBA	1,275.00	1,275.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
F20R0238	MITCHELL, CINDY	15,000.00	15,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
F20R0239	OFFICE DEPOT	80.94	80.94	012849380 4325	Fiscal Services / Office Supplies
F20R0240	ORANGE COUNTY DEPARTMENT OF ED	60.00	60.00	015999860 4325	Special Ed - Administration / Office Supplies
F20R0243	SUGRA, MARTHA A.	3,000.00	3,000.00	015999860 5813	Special Ed - Administration / Consultant
F20R0244	FRANKE, LAUREN	10,000.00	10,000.00	015769860 5813	ARRA SpEd Federal Presch-Instr / Consultant
F20R0245	TARGET STORES	269.38	269.38	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0246	CONSTRUCTIVE PLAYTHINGS	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0247	SOUTHWEST SCHOOL AND OFFICE SU	197.58	197.58	012289961 4325	MAA - Administration / Office Supplies
F20R0248	RENAISSANCE LEARNING INC	3,481.00	3,481.00	010013589 4310	PTA Donations - Moiola / Instructional Supplies
F20R0249	ARROWHEAD MOUNTAIN SPRING	6,974.17	659.43	012719275 4325	Curriculum/Instruction Office / Office Supplies
			640.03	012719470 4325	Personnel Department / Office Supplies
			129.30	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			333.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
			724.08	012723232 4325	Sch Site Admin - Cox / Office Supplies
			219.81	012723535 4325	Sch Site Admin - Moiola / Office Supplies
			392.75	012723789 4325	Donations Clerical - Oka / Office Supplies
			400.83	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			248.90	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			749.94	012724787 4325	Other Donations Clerical-Courr / Office Supplies
			646.50	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			640.04	012849380 4325	Fiscal Services / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/18/2011

FROM 07/14/2011 TO 08/05/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0249	*** CONTINUED ***				
			523.67	012869390 4325	Maintenance / Office Supplies
			329.72	012919395 4325	Special Ed. Transportation / Office Supplies
			219.81	120336098 4325	Extended School Administration / Office Supplies
			116.36	133207380 4325	Cafeteria Fund / Office Supplies
F20R0250	CALFIRST LEASING CORP	28.00	28.00	012919395 5899	Special Ed. Transportation / Other Operating Expenses
F20S8003	WAXIE	3,324.78	3,324.78	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8004	PEERLESS MATERIALS	1,282.88	1,282.88	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8005	WAXIE	1,451.72	1,451.72	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8006	P & R PAPER SUPPLY COMPANY	1,288.48	1,288.48	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8007	UNISOURCE	4,502.88	4,502.88	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8008	UNITED HEALTH SUPPLIES	3,327.48	3,327.48	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8009	CANNON SPORTS	597.55	597.55	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8010	WAXIE	172.17	172.17	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	507,446.83			
	Fund 12 Total:	16,428.70			
	Fund 13 Total:	5,616.36			
	Fund 25 Total:	1,625.00			
	Fund 40 Total:	4,600.00			
	Total Amount of Purchase Orders:	535,716.89			

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES

DFS-10/11-695
Board Meeting on [August 18, 2011](#)

MEMORANDUM

To: Stephen McMahon - Assistant Superintendent, Business Administration
From: Dedra Norman - Director, Fiscal Services
Subject: Budget Transfers and Resolutions
Date: [August 10, 2011](#)

Background

- 10/11-080 This Appropriation Transfer reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-081 This Appropriation Transfer reallocates funds within the Child Development Fund-Fund 12.
- 10/11-082 This Resolution reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-083 This Resolution increases funds within the Child Development Fund-Fund 12.
- 10/11-084 This Resolution increases funds within the Cafeteria Fund-Fund 13.
- 10/11-085 This Resolution decreases funds within the Deferred Maintenance Fund-Fund 14.
- 10/11-086 This Resolution decreases funds within the Special Reserve Other Than CO Fund-Fund 17.
- 10/11-087 This Resolution decreases funds within the Capital Facilities Fund-Fund 25.
- 10/11-088 This Resolution decreases funds within the Special Reserve/C.O.P Fund-Fund 40.
- 10/11-089 This Resolution increases funds within the Insurance-WCI Fund-Fund 68.
- 10/11-090 This Resolution decreases funds within the Insurance Health/Welfare Fund-Fund 69.

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 82

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	330,966.00	146,487.00
1200	CERTIFICATED PUPIL SUPPORT	37,554.00	13,606.00
1300	SUPERVISION AND ADMINISTRATORS	14,975.00	53,050.00
2100	INSTRUCTIONAL AIDES' SALARIES	174,689.00	253,113.00
2200	CLASSIFIED SUPPORT	106,824.00	120,937.00
2300	SUPERVISION AND ADMINSTRATOR	21,134.00	44,638.00
2400	CLERICAL & OFFICE SALARIES	42,335.00	105,999.00
2900	OTHER CLASSIFIED SALARIES	4,691.00	3,200.00
3101	STRS-CERTIFICATED POSITIONS	37,213.00	11,644.00
3102	STRS-CLASSIFIED	16.00	
3201	PERS-CERTIFICATED	263.00	211.00
3202	PERS-CLASSIFIED	41,005.00	18,296.00
3313	MEDICARE-CERTIFICATED	16,858.00	2,495.00
3314	MEDICARE-CLASSIFIED	6,683.00	6,014.00
3353	ARP-CERTIFICATED	1,265.00	247.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	2,127.00	667.00
3355	OASDI-CERTIFICATED	920.00	43.00
3356	OASDI-CLASSIFIED	30,383.00	22,928.00
3401	HEALTH & WELFARE-CERTIFICATED	655.00	534.00
3402	HEALTH & WELFARE-CLASSIFIED	4.00	
3501	SUI-CERTIFICATED	7,115.00	1,219.00
3502	SUI-CLASSIFIED	1,013.00	8,031.00
3601	WORKERS'COMP-CERTIFICATED	6,498.00	3,331.00
3602	WORKERS'COMP-CLASSIFIED	5,008.00	8,344.00
3701	RETIREE BENEFITS-CERTIFICATED	22,384.00	
3702	RETIREE BENEFITS-CLASSIFIED	4,501.00	
3801	PERS REDUCTION-CERTIFICATED	101.00	7.00
3802	PERS REDUCTION-CLASSIFIED	11,428.00	7,088.00
3901	OTHER BENEFITS-CERTIFICATED	84,873.00	
3953	Long Term Disability-Cert	1.00	
4100	TEXTBOOKS	4,937.00	
4200	BOOKS OTHER THAN TEXTBOOKS	1.00	750.00
4300	MATERIALS & SUPPLIES	174,952.00	41,330.00
4400	NONCAPITALIZATION EQUIPMENT	14,757.00	31,469.00
5200	TRAVEL & CONFERENCES	15,862.00	13,552.00
5300	DUES AND MEMBERSHIPS	1,695.00	35.00
5400	INSURANCE	22,933.00	
5500	OPERATIONS & HOUSEKEEPNG SVCS	33,540.00	28,740.00
5600	RENTALS,LEASES AND REPAIRS	18,689.00	7,402.00
5712	Direct Cost - Postage	162.00	157.00
5713	Direct Cost-Interprogram Print	1,357.00	1,409.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 82

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
5750	Direct Cost - Printing		694.00
5751	Direct Cost - Field Trips		84.00
5752	Direct Cost - Postage		10.00
5800	PROF/CONS SERV & OPER EXPENSE	549,250.00	131,431.00
5900	COMMUNICATIONS	47,291.00	
6100	SITES AND IMPROVEMENT OF SITES	8,709.00	
6200	BUILDING AND IMPROVE OF BLDGS	24,246.00	
6400	EQUIPMENT	1,035.00	
7141	Excess Costs/Deficit Pay-Schls		39,844.00
7142	Excess Costs/County Offices		18,043.00
7310	TRANSFER OF INDIRECT COSTS	38,264.00	35,175.00
7350	TRANSFER INDIRECT COST IFT	2,088.00	17,526.00
7439	DS/Other Debt Service Payments	1,236.00	
8000	REVENUE LIMIT SOURCES	115,349.00	32,323.00
8100	FEDERAL INCOME	12,714.00	11,666.00
8200	FEDERAL INCOME		77,790.00
8300	STATE INCOME		816.00
8500	STATE INCOME	18,603.00	15,873.00
8600	LOCAL INCOME	110,700.00	79,182.00
8700	OTHER REVENUES	29,167.00	6,075.00
8900	INCOMING TRANSFERS	1,828,121.00	589,032.00
9712	RESERVE FOR STORES		8,919.00
9740	LEGALLY RESTRICTED BALANCE	43,436.00	82,313.00
9770	DESIG. FOR ECONOMIC UNCERT.	18,784.00	7,525.00
9790	UNDESIGNATED/UNAPPROPRIATED	1,122,254.00	558,526.00
Subfund Total:		5,273,614.00	2,669,820.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 83

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	500.00	38.00
2100	INSTRUCTIONAL AIDES' SALARIES	42,577.00	60,204.00
2200	CLASSIFIED SUPPORT	2,487.00	3,135.00
2300	SUPERVISION AND ADMINSTRATOR		2,291.00
2400	CLERICAL & OFFICE SALARIES	3,585.00	512.00
3202	PERS-CLASSIFIED	10,403.00	4.00
3313	MEDICARE-CERTIFICATED	7.00	9.00
3314	MEDICARE-CLASSIFIED	214.00	339.00
3353	ARP-CERTIFICATED	7.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	1,831.00	28.00
3356	OASDI-CLASSIFIED	3,056.00	809.00
3501	SUI-CERTIFICATED	4.00	
3502	SUI-CLASSIFIED	13.00	1,469.00
3601	WORKERS'COMP-CERTIFICATED	9.00	1.00
3602	WORKERS'COMP-CLASSIFIED	75.00	557.00
3802	PERS REDUCTION-CLASSIFIED	2,141.00	4.00
4300	MATERIALS & SUPPLIES	15,519.00	2,103.00
4400	NONCAPITALIZATION EQUIPMENT	374.00	626.00
5200	TRAVEL & CONFERENCES	2,799.00	319.00
5600	RENTALS,LEASES AND REPAIRS	750.00	
5751	Direct Cost - Field Trips	84.00	
5753	Direct Cost - Food Services	37.00	
5800	PROF/CONS SERV & OPER EXPENSE	2,000.00	1,932.00
5900	COMMUNICATIONS	913.00	
6200	BUILDING AND IMPROVE OF BLDGS	7,176.00	
7350	TRANSFER INDIRECT COST IFT	17,526.00	2,088.00
8600	LOCAL INCOME	54,758.00	70,363.00
9790	UNDESIGNATED/UNAPPROPRIATED	26,962.00	80,186.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 83

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
Subfund Total:		195,807.00	227,017.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 84

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT	48,875.00	50,068.00
2300	SUPERVISION AND ADMINSTRATOR		4,769.00
2400	CLERICAL & OFFICE SALARIES	2,231.00	457.00
3202	PERS-CLASSIFIED	779.00	
3314	MEDICARE-CLASSIFIED	147.00	63.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	82.00	
3356	OASDI-CLASSIFIED		1,288.00
3502	SUI-CLASSIFIED		300.00
3602	WORKERS'COMP-CLASSIFIED		97.00
3802	PERS REDUCTION-CLASSIFIED	1,174.00	
4300	MATERIALS & SUPPLIES	4,467.00	
4400	NONCAPITALIZATION EQUIPMENT	21,596.00	
4700	FOOD	34,492.00	
5200	TRAVEL & CONFERENCES	104.00	
5300	DUES AND MEMBERSHIPS		95.00
5750	Direct Cost - Printing	694.00	
5752	Direct Cost - Postage	10.00	
5753	Direct Cost - Food Services		37.00
5800	PROF/CONS SERV & OPER EXPENSE	11.00	1.00
5900	COMMUNICATIONS	903.00	
8200	FEDERAL INCOME		58,563.00
8500	STATE INCOME		9,171.00
8600	LOCAL INCOME	15,440.00	
9712	RESERVE FOR STORES		3,263.00
9790	UNDESIGNATED/UNAPPROPRIATED	8,050.00	115,471.00
Subfund Total:		139,055.00	243,643.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 85

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

Fund: 1414 DEFERRED MAINTENANCE
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	7.00	
8600	LOCAL INCOME	19.00	
9790	UNDESIGNATED/UNAPPROPRIATED	12.00	
Subfund Total:		38.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 86

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

Fund: 1717 SPECIAL RESERVE OTHER THAN CO

Object	Description	FROM	TO
7612	IFT BETWEEN GEN,&SPEC.RES.FUND		73.00
8600	LOCAL INCOME	113.00	
9790	UNDESIGNATED/UNAPPROPRIATED	186.00	
Subfund Total:		299.00	73.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 87

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
4400	NONCAPITALIZATION EQUIPMENT	29.00	
5800	PROF/CONS SERV & OPER EXPENSE	937.00	
6200	BUILDING AND IMPROVE OF BLDGS	375.00	
8600	LOCAL INCOME	9,721.00	
9790	UNDESIGNATED/UNAPPROPRIATED	8,380.00	
Subfund Total:		19,442.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 88

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	88.00	241.00
7619	IFT-TRFS OUT ALL OTHER IFTs	1,239,162.00	
8600	LOCAL INCOME	2,884.00	
9780	RESERVE-OTHER DESIGNATIONS	1,426,926.00	
9790	UNDESIGNATED/UNAPPROPRIATED		2,663,051.00
Subfund Total:		2,669,060.00	2,663,292.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 89

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES	2,415.00	
3202	PERS-CLASSIFIED	99.00	
3314	MEDICARE-CLASSIFIED	49.00	
3356	OASDI-CLASSIFIED	207.00	
3502	SUI-CLASSIFIED	3.00	
3602	WORKERS'COMP-CLASSIFIED	45.00	
3802	PERS REDUCTION-CLASSIFIED	216.00	
5600	RENTALS,LEASES AND REPAIRS	222.00	
5800	PROF/CONS SERV & OPER EXPENSE	1,039.00	228,926.00
8600	LOCAL INCOME	85.00	55,177.00
9790	UNDESIGNATED/UNAPPROPRIATED	169,539.00	
Subfund Total:		173,919.00	284,103.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____
NOES: _____
ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 90

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

Fund: 6769 INSURANCE HEALTH/WELFARE
--

Object	Description	FROM	TO
3401	HEALTH & WELFARE-CERTIFICATED	43,235.00	
3402	HEALTH & WELFARE-CLASSIFIED	964.00	
3408	Health Ins. Abate.-Certificate		8,435.00
3409	Health Ins. Abate.-Classified		3,521.00
3701	RETIREE BENEFITS-CERTIFICATED	57,805.00	
3702	RETIREE BENEFITS-CLASSIFIED	3,008.00	
3802	PERS REDUCTION-CLASSIFIED	51.00	
4300	MATERIALS & SUPPLIES	150.00	195.00
8600	LOCAL INCOME	29,952.00	
9790	UNDESIGNATED/UNAPPROPRIATED		63,110.00
Subfund Total:		135,165.00	75,261.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2011 80

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	17,854.00	4,009.00
1900	OTHER CERTIFICATED		737.00
2100	INSTRUCTIONAL AIDES' SALARIES	36,151.00	39,953.00
2900	OTHER CLASSIFIED SALARIES	7,794.00	7,543.00
3101	STRS-CERTIFICATED POSITIONS	2,097.00	263.00
3102	STRS-CLASSIFIED	79.00	
3202	PERS-CLASSIFIED	4,883.00	2,859.00
3313	MEDICARE-CERTIFICATED	334.00	58.00
3314	MEDICARE-CLASSIFIED	669.00	581.00
3353	ARP-CERTIFICATED	43.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	148.00	51.00
3356	OASDI-CLASSIFIED	2,757.00	2,719.00
3401	HEALTH & WELFARE-CERTIFICATED		120.00
3501	SUI-CERTIFICATED	143.00	35.00
3502	SUI-CLASSIFIED	215.00	1,016.00
3601	WORKERS'COMP-CERTIFICATED	323.00	79.00
3602	WORKERS'COMP-CLASSIFIED	757.00	897.00
3801	PERS REDUCTION-CERTIFICATED	2.00	
3802	PERS REDUCTION-CLASSIFIED	1,466.00	124.00
4100	TEXTBOOKS	3,223.00	
4300	MATERIALS & SUPPLIES	1,411.00	5,128.00
4400	NONCAPITALIZATION EQUIPMENT	2,207.00	17.00
5200	TRAVEL & CONFERENCES	92.00	3,192.00
5712	Direct Cost - Postage		5.00
5713	Direct Cost-Interprogram Print	52.00	
5800	PROF/CONS SERV & OPER EXPENSE	6,931.00	15,738.00
7310	TRANSFER OF INDIRECT COSTS	1,156.00	4,245.00
9770	DESIG. FOR ECONOMIC UNCERT.	167.00	
9780	RESERVE-OTHER DESIGNATIONS		136,759.00
9790	UNDESIGNATED/UNAPPROPRIATED	136,759.00	1,585.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2011 80

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		227,713.00	227,713.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2011 81

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES	1.00	2.00
4400	NONCAPITALIZATION EQUIPMENT	1.00	2.00
9790	UNDESIGNATED/UNAPPROPRIATED	4.00	2.00
Subfund Total:		6.00	6.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 18, 2011.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

Membership Billing



California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 371-3407

Please refer to your billing number in all communications regarding this billing.

Billing Date
5/19/2011

Billing No.
100620-12

Sold Fountain Valley ESD
To: 10055 Slater Avenue
Fountain Valley, CA 92708

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2011-12 *	\$7,392.00	\$0.00	\$7,392.00
	Education Legal Alliance Membership Dues 2011-12	\$1,848.00	\$0.00	\$1,848.00
* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent.				
* \$2 of your CSBA annual membership dues is used to pay for a subscription to California Schools magazine for each board member and superintendent.				
		BILLED AMT	PAYMENT RCVD	TOTAL DUE
		\$ 9,240.00	\$ 0.00	\$ 9,240.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 371-3407

PAYMENT RCVD	TOTAL DUE
\$ 0.00	\$ 9,240.00

Billing No.	Billing Date
100620-12	5/19/2011

Make checks payable to:
California School Boards Association
c/o Westamerica Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Sold to:
Fountain Valley ESD
10055 Slater Avenue
Fountain Valley, CA 92708

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES DIVISION
DFS/11/12 -- 693
M E M O R A N D U M

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Dedra Norman, Director, Fiscal Services
SUBJECT: **RESOLUTION 2012-07 — GANN AMENDMENT APPROPRIATIONS
LIMITATION**
DATE: August 3, 2011

BACKGROUND:

In accordance with Education Code Sections 1629 and 42132, which specify that each year, governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriation limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$27,396,587 for 2010-11 and estimated appropriation for 2011-12 is \$28,084,241. The calculation of the appropriation limit is available for public review in the Business Services Office.

RECOMMENDATION:

It is recommended that the Governing Board adopt **RESOLUTION 2012-07**, identifying the 2010-11 actual appropriation limit and the 2011-12 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2012-07
GANN AMENDMENT
APPROPRIATIONS LIMIT**

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

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

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

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

The actual appropriations limit for 2010-11 was \$27,396,587, and the appropriations in the 2010-11 budget did not exceed the limitation imposed by Article XIII B of the California Constitution.

The appropriations limit for 2011-12 is estimated to be \$28,084,241, and the appropriations in the 2011-12 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

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

ADOPTED ON THIS 18th DAY OF AUGUST 2011.

SIGNED _____

Christine Allcorn
Clerk, Board of Trustees

Fountain Valley, California
County of Orange, State of California

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2009-10 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2009-10 Actual			2010-11 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	27,812,997.21		27,812,997.21			27,396,587.13
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	6,071.51		6,071.51			6,136.77
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2009-10			Adjustments to 2010-11		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2010-11 data should tie to Principal Apportionment Attendance Software reports)	2010-11 P2 Report			2011-12 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	6,136.77		6,136.77	6,136.78		6,136.78
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			6,136.77			6,136.78
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			6,136.77			6,136.78
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2010-11 Actual			2011-12 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	158,299.41		158,299.41	158,300.00		158,300.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	17,099,286.47		17,099,286.47	17,253,144.00		17,253,144.00
5. Unsecured Roll Taxes (Object 8042)	729,984.85		729,984.85	724,368.00		724,368.00
6. Prior Years' Taxes (Object 8043)	549,529.88		549,529.88	560,095.00		560,095.00
7. Supplemental Taxes (Object 8044)	282,679.30		282,679.30	274,799.00		274,799.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,385.47		2,385.47	156,151.00		156,151.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit)	272,372.19		272,372.19	45,068.00		45,068.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	19,094,537.57	0.00	19,094,537.57	19,171,925.00	0.00	19,171,925.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	19,094,537.57	0.00	19,094,537.57	19,171,925.00	0.00	19,171,925.00

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	11,489,900.00		11,489,900.00	11,580,047.00		11,580,047.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	16,115.00		16,115.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	1,250,928.00		1,250,928.00	1,250,928.00		1,250,928.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	12,756,943.00	0.00	12,756,943.00	12,830,975.00	0.00	12,830,975.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	97,134.00		97,134.00	97,162.00		97,162.00
38. TOTAL STATE AID (Lines C36 plus C37)	12,854,077.00	0.00	12,854,077.00	12,928,137.00	0.00	12,928,137.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	44,120,900.36		44,120,900.36	41,720,120.00		41,720,120.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	37,444.93		37,444.93	50,000.00		50,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2010-11 Actual	2011-12 Budget		
1. Revised Prior Year Program Limit (Lines A1 plus A6)			27,812,997.21			27,396,587.13
2. Inflation Adjustment			0.9746			1.0251
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0107			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			27,396,587.13			28,084,241.47
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			19,094,537.57			19,171,925.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			736,412.40			736,413.60
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			8,302,049.56			8,912,316.47
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			8,302,049.56			8,912,316.47
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			23,270.94			33,698.30
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			19,117,808.51			19,205,623.30
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			8,278,778.62			8,878,618.17
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			19,117,808.51			
b. State Subventions (Line D8)			8,278,778.62			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			27,396,587.13			

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
Summary						
	2010-11 Actual			2011-12 Budget		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			27,396,587.13			28,084,241.47
12. Appropriations Subject to the Limit (Line D9d)			27,396,587.13			

* Please provide below an explanation for each entry in the adjustments column.

** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Dedra Norman
Gann Contact Person

714 843 3249
Contact Phone Number

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S11-12 – 41

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: July 25, 2011
SUBJECT: **APPROVE ATTENDANCE OF STUDENTS FROM VISTA UNIFIED
SCHOOL DISTRICT**

BACKGROUND

Section 46616(a) of the Education Code states the attendance of students from respective school districts are to be honored for a five (5) year period. At the March 10, 2011 meeting, the governing board of the Fountain Valley School adopted the suggested guidelines set forth by OCDE, requiring an annual renewal process.

This agreement is limited to students eligible to attend regular classes in grade levels kindergarten through eighth grade and does not include providing transportation. Students must obtain inter-district transfer requests each school year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Inter-district Attendance Agreement between Vista Unified School District of San Diego County and the Fountain Valley School District and authorize the Superintendent or his designee to sign all documents.

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES DIVISION
DFS/11-12 -- 692
M E M O R A N D U M

TO: Stephen L McMahon, Assistant Superintendent, Business Services
FROM: Dedra Norman, Director, Fiscal Services
SUBJECT: **CAPITAL FACILITIES FUND / DEVELOPER FEES**
DATE: July 27, 2011

BACKGROUND

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

“(d) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:”

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing incomplete improvements identified in paragraph (2) of subdivision (a).

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

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2010-11.

RECOMMENDATION

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund Income to Expenditures.

		DEVELOPER FEES - DATA COLLECTION LOG							
27-Jul-11		(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)							
BEGINNING FUND BALANCE:		578,881.57							
REVENUE DETAIL:									
	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR SCHOOL SITE(S)	INTEREST EARNED	TOTAL REVENUE	
1	7/1/2010-6/30/2011	Interest						3,508.73	
2	07/07/10	Kevin Lam	R	1020	1,846.20	Tamura		1,846.20	
3	07/09/10	Tuan M Tran	R	2844	5,147.64	Cox		5,147.64	
4	07/13/10	Turack, Mary	R	1362	2,465.22	Newland		2,465.22	
5	07/13/10	Wilfert, Matthew & Christine	R	1416	2,562.96	Gisler		2,562.96	
6	08/02/10	Joel J Faris	R	1023	1,851.63	Gisler		1,851.63	
7	08/19/10	Alomar Abxel	R	1770	3,203.70	Courregas		3,203.70	
8	08/16/10	Curti, Mario & Laura	R	1270	2,298.70	Oka		2,298.70	
9	08/24/10	Dominic McCullough	R	607	1,098.67	Moiola		1,098.67	
10	08/31/10	Tyler Residence	R	963	1,743.03	Tamura		1,743.03	
11	09/27/10	Rogers, Chris & Christian	R	1252	2,266.12	Newland		2,266.12	
12	09/30/10	Tu Le Residence	R	509	921.29	Plavan		921.29	
13	10/04/10	Loi Nguyen	R	916	1,657.96	Plavan		1,657.96	
14	10/25/10	Kamentser, Boris & Galina	R	649	1,174.69	Moiola		1,174.69	
15	10/28/10	Nhan Tran	R	1258	2,276.98	Cox		2,276.98	
16	12/13/10	Investment Loss						(172.54)	
17	02/07/11	Jara, Ben	R	1045	1,891.45	Newland		1,891.45	
18	02/15/11	Maher Ibrahim	R	1650	2,986.50	Moiola		2,986.50	
19	02/28/11	Ou, Chia & Chi	R	525	950.25	Tamura		950.25	
20	04/14/11	Tung, Dinh	R	3670	6,642.70	Plavan		6,642.70	
21	04/21/11	Bradley, Tran	R	3503	6,340.43	Tamura		6,340.43	

DEVELOPER FEES - DATA COLLECTION LOG										
(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)										
EXPENDITURE DETAIL:										
				% OF	ESTIMATED					
	DATE	PUBLIC IMPROVEMENT PROJECT	COST OF EACH IMPROVEMENT P.O. #	PROJECT FUNDED WITH FEES	START DATE OF PROJECT	School Site	REPAYMENT DATE OF LOAN	REFUND FEES TO	AMOUNT OF REFUND	TOTAL EXPENDITURE
1	7/1/2010-6/30/2011	Admin Fee Exp								1,765.82
2	07/01/2010-6/30/2011	Interest Exp								471.56
3	7/30/2010	Virco Manufacture	E20R0183	100		Tamura/Gisler				4,270.81
4	9/21/2010	Coast Roof	E20M4102	100		Talbert				156,978.00
5	9/8/2010	Power Plus Electric	E20M4066	100		Masuda				1,625.00
6	1/20/2011	Division of State Architectual	E20R0792	100		Moiola				679.67
7	7/30/2010	Golden State Paving	E20M4043	100		Oka				13,067.00
8	9/2/2010	Golden State Paving	E20M4103	100		Moiola				1,800.00
9	9/20/2010	Robertson Industries	E20M4054	100		Oka				25,805.40
10	11/2/2010	Golden State Paving	E20M4111	100		Moiola				350.00
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
TOTAL:										206,813.26
ENDING FUND BALANCE:			438,287.04							

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent -- Instruction
FROM: Abby Bickford, Director, Support Services
SUBJECT: Board Item – 2011-2012 Memorandum of Understanding/OCDE
DATE: July 28, 2011 – For the August 18, 2011 Board Meeting

BACKGROUND:

A Memorandum of Understanding (MOU) has been sent to Fountain Valley School District by the Orange County Superintendent of Schools which operates the Division of Special Education Services within the Orange County Department of Education for individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

RECOMMENDATION

Approval of the Board of Trustees is recommended in order for these programs to continue to individuals with exceptional needs.

Reviewed and Recommended:

Anne Silavs, Assistant Superintendent
Instruction

Date

Approved:

Marc Ecker, Ph.D., Superintendent

Date

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction
FROM: Abby Bickford, Director, Support Services
SUBJECT: Board Item – Special Education Settlement Agreement
DATE: July 27, 2011 – For August 18, 2011 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on July 25, 2011 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services from August 1, 2011 through June 30, 2012 in the amount not to exceed \$41,290.00. Attorney fees will be reimbursed and not to exceed \$1,500.00, as full and final settlement of all outstanding claims.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned agreement pertaining to Sibling A.

Reviewed and Recommended:

Anne Silavs, Assistant Superintendent
Instruction

Date

Approved:

Marc Ecker, Ph.D., Superintendent

Date

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction
FROM: Abby Bickford, Director, Support Services
SUBJECT: Board Item – Special Education Settlement Agreement
DATE: July 27, 2011 – For August 18, 2011 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on July 25, 2011 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services from August 1, 2011 through June 30, 2012 in the amount not to exceed \$41,290.00. Attorney fees will be reimbursed and not to exceed \$1,500.00, as full and final settlement of all outstanding claims.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned agreement pertaining to Sibling B.

Reviewed and Recommended:

Anne Silavs, Assistant Superintendent
Instruction

Date

Approved:

Marc Ecker, Ph.D., Superintendent

Date

AGREEMENT FOR PROVISION OF
POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS
AND VIOLENCE PREVENTION EDUCATION SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
FOUNTAIN VALLEY SCHOOL DISTRICT
FISCAL YEAR 2011/2012

THIS AGREEMENT, entered into this 13th day of September, 2011, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT," and Fountain Valley School District, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of the replacement of personnel from the substitute roster so teachers can attend trainings in order to comply with the Agreement with COUNTY to provide Positive Behavioral Intervention and Supports (PBIS) Services to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT, DISTRICT, and ADMINISTRATOR.

2. COMPENSATION

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of Twelve thousand dollars (\$12,000.00) for the term of this Agreement, for services provided as identified herein in Section 12, SERVICES TO BE PROVIDED. **DISTRICT must submit quarterly invoices to SUPERINTENDENT. All**

billings for the contract period must be received by SUPERINTENDENT no later than June 1, 2012.

DISTRICT agrees that failure of DISTRICT to timely claim reimbursement as required in this Agreement shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

B. Reimbursement for substitute teacher costs includes salary and benefits at the rate specified in Exhibit A and shall not exceed a total of One hundred fifty dollars (\$150.00) per day per substitute teacher.

C. DISTRICT shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

D. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. SUPERINTENDENT shall give DISTRICT written notification of such termination as specified in the Termination subparagraph of this Agreement. Notice shall be deemed served on the date of mailing.

E. DISTRICT agrees that failure of DISTRICT to timely claim reimbursement is required in this AGREEMENT shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

F. Payment shall be mailed to: Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, or at such other place as DISTRICT may designate in writing.

G. SUPERINTENDENT and DISTRICT may mutually agree, in writing with approval of COUNTY, to modify paragraph 2 above.

3. **COMPLIANCE**

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Compliance Program by ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Compliance Program and related policies and procedures.

5. Failure of DISTRICT to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-

complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of ADMINISTRATOR's Code of Conduct, which is referenced herein and is available for download at www.ohealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Code of Conduct by ADMINISTRATOR, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Code of Conduct.

5. DISTRICT shall submit to SUPERINTENDENT a signed acknowledgement and agreement that DISTRICT shall comply with SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

6. Failure of DISTRICT to timely submit the acknowledgement of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

D. COMPLIANCE TRAINING - SUPERINTENDENT shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to DISTRICT and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. DISTRICT shall retain the certifications. Upon written request by SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4. EMPLOYEE ELIGIBILITY VERIFICATION

DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

5. INDEMNIFICATION

A. DISTRICT agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY’S Board of Supervisors acts as the governing Board (“COUNTY INDEMNITIES”) harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by DISTRICT and COUNTY, and hold DISTRICT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY’S Board of Supervisors acts as the governing Board (“COUNTY INDEMNITIES”) harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

6. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this Agreement as

provided for in the Termination paragraph or direct DISTRICT to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

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

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

7. LICENSES AND LAW

A. DISTRICT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

b. A certification that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

8. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, DISTRICT shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. DISTRICT shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

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

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

9. PAYMENTS

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

B. DISTRICT'S billings shall provide such information as is required by SUPERINTENDENT. Payments to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of the correctly completed billing form.

C. All billings to SUPERINTENDENT shall be supported by DISTRICT, by source documentation

including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision of this Agreement.

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

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

G. DISTRICT shall be required to obtain prior written approval from SUPERINTENDENT'S designated Special Projects staff noted below for any budget adjustments:

Shannon Anderson
Senior Project Accountant
200 Kalmus Drive
Costa Mesa, CA 92626
Telephone: (714)966-4074
Fax: (714)668-7942
Email: sanderson@ocde.us

10. RECORDS MANAGEMENT AND MAINTENANCE

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

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

C. DISTRICT shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

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

11. REPORTS

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

B. Additional Reports: Upon SUPERINTENDENT's request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow thirty (30) calendar days for DISTRICT to respond.

12. SERVICES TO BE PROVIDED

DISTRICT shall provide the replacement of personnel from the substitute roster so teachers can attend trainings to SUPERINTENDENT for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A of this Agreement.

13. SPECIAL PROVISIONS

A. DISTRICT shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Supplanting current funding for existing services.
3. Purchase of gifts, meals, entertainment, awards, or other personal expenses for DISTRICT's staff.
4. Making personal loans to DISTRICT's staff or making salary advances or giving bonuses to

DISTRICT's staff.

5. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

14. STATUS OF DISTRICT

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

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

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

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

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

15. TAX LIABILITY

DISTRICT shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by SUPERINTENDENT under this Agreement. DISTRICT shall indemnify, defend

and hold COUNTY and SUPERINTENDENT harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or SUPERINTENDENT any such monies, or penalties or interest imposed, resulting from any failure of DISTRICT to comply with the provisions of this paragraph.

16. TERM

The term of this Agreement shall commence on September 13, 2011 and terminate no later than June 30, 2012; provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

17. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

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

C. SUPERINTENDENT may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by DISTRICT of legal capacity.
2. Cessation of services.
3. The delegation or assignment of DISTRICT's services, operation or administration to another entity without the prior written consent of COUNTY.

7. Unethical conduct or malpractice by any licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if DISTRICT removes such licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of SUPERINTENDENT and COUNTY under this Agreement is contingent upon the following:

- a. The continued availability of federal, state and county funds for reimbursement of SUPERINTENDENT's and COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant.

SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

18. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

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

DISTRICT: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708
Attn: _____

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

20. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to assure that all activities and provisions described in COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

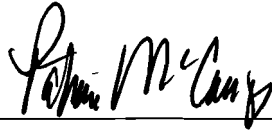
21. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and COUNTY, and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,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

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

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

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

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



Authorized Signer

August 3, 2011

DATE

Name of Organization: Orange County Superintendent of Schools
Address: 200 Kalmus Drive
Costa Mesa, CA 92626

Authorized Signer

DATE

Name of Organization: Fountain Valley School District
Address: 10055 Slater Avenue
Fountain Valley, CA 92708

ADMINISTRATOR (Approved as to Form)

DATE

Name of Organization: County of Orange, Health Care Agency
Address: HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701

EXHIBIT "A"
Fountain Valley School District
Participating Schools

<u>School</u>	<u>Allocation Per School</u>
---------------	------------------------------

- ✓ *Two days training days: 6 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *RTI Conference sub costs: 6 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *Coaches Forums: 1 PBIS coach x 4 schools x 4 (½ days) at a substitute reimbursement rate of up to \$75.00 per day*

Substitute reimbursement rate based on actual costs including benefits not to exceed \$150.00 per day

Year 2 2010-2011 Cadre

Fred Moiola Elementary	\$3,000
Robert Gisler Elementary	\$3,000
Roch Courreges Elementary	\$3,000
William T. Newland Elementary	\$3,000

Fountain Valley School District
Curriculum/Instruction

M E M O R A N D U M

TO : Marc Ecker, PhD., Superintendent
FROM : Anne Silavs, Assistant Superintendent, Instruction
SUBJECT : **GRANT AGREEMENT FCI-SD-07 BY AND BETWEEN CHILDREN
AND FAMILIES COMMISSION OF ORANGE COUNTY AND
FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE
PROVISION OF SERVICES**
DATE : August 8, 2011

Background:

The Orange County Children and Families Commission approved a one-year Agreement and funding for Early Learning and School Readiness Nurse services. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012

As part of this action, an amount not to exceed \$43,775 has been allocated to support Fountain Valley School District's early learning services to Orange County's children through age five.

Recommendation:

It is recommended that the Board of Trustees approve Grant Agreement FCI-SD-07, for the period July 1, 2011 through June 30, 2012 between the Children and Families Commission of Orange County and Fountain Valley School District.

AGREEMENT FCI-SD-07

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

FOUNTAIN VALLEY SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 24th day of May, 2011 (“Date of Agreement”) which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **FOUNTAIN VALLEY SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised (“Strategic Plan”).

C. CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five (5).

D. COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, “Services”).

E. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunity with the California Children and Families Commission (First 5 California).

F. CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012 unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 and in Subparagraph 8.5. Notwithstanding anything to the contrary, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to make revisions to the activities, tasks, deliverables and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and to the allocation between and among the line items budgeted in the Project Budget, Exhibit B; provided however, that any of these revisions do not alter the overall goals and basic purpose of the Agreement, and provided these changes do not increase COMMISSION's Maximum Payment Obligation.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be

construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are funded by program moneys or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are

subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement under this Agreement, or (ii) until any pending audit is completed.

5.1 Minimum Subcontract Terms. Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement (“Subcontractor”); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims or other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and which records shall be maintained and retained for a minimum of three (3) years related to work and services provided under the Subcontract, (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

6. INDEMNIFICATION

6.1 CONTRACTOR Indemnification of COMMISSION. CONTRACTOR agrees to and shall indemnify, defend, hold harmless COMMISSION, the County of Orange, and their Commissioners, officers, agents, and employees from and against all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, “Claims”), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

6.1.1 With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of

COMMISSION or its Commissioners, officers, agents or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. Provided however, if COMMISSION or its Commissioners, officers, agents or employees are found liable for all or a part of the Claim by a court of competent jurisdiction due to negligent or intentional act or omission of COMMISSION or its officers or employees, then COMMISSION shall be responsible to pay the part of Claim it is determined responsible for and CONTRACTOR may recover costs of defense directly attributable to that part of the Claim.

6.1.2 Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

6.1.3 No elected official, no public official, no officer, no committee member, no Commissioner, employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount which may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

6.2 COMMISSION Indemnification of CONTRACTOR. COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

6.2.1 COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

6.2.2 No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

6.3 Notice of Claim; Tender of Indemnification. Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

6.4 Defense of Claim. COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

6.5 Cooperation with Claims. Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1,

7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Fountain Valley School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000)

combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate re Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Fountain Valley School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement.

In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) **Additional Insured Endorsement:** Except for Worker's Compensation and Professional Liability insurance, each policy shall include an endorsement evidencing that the policy also applies to COMMISSION, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, as additional insureds.

(b) **Primary Insurance Endorsement:** Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by COMMISSION or the County of Orange, or their officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the Certificate of Insurance.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability.

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Subparagraph 7.3, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers’ Compensation Insurance.** Workers’ Compensation Insurance shall be maintained. Statutory California Workers’ Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers’ Liability Coverage.** Employers’ Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

7.4 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.5 Maintain Records re Insurance Coverage. CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.6 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.7 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any COMMISSION funds intended for the purposes of this Agreement. CONTRACTOR shall not invoice for payment from COMMISSION for, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's database carrier prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 19 of this Agreement.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR To Maintain Complete Records re Personnel.

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (or pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities,

difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when the inaccuracies are due to the negligence, action, or inaction of CONTRACTOR.

9.4 Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law.

CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are encouraged, but not required, to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s). CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this

Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging these reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Service Providers.

A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. In particular and to the extent applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the

California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. [Intentionally Omitted]

12. CONFIDENTIALITY. CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, and with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be amended after the Date of Agreement.

12.1 CONTRACTOR Obligation

12.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

12.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

12.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

12.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

12.2 COMMISSION Obligation. COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges confidentiality may be limited by public records and freedom of information laws.

12.3 Authorized Data Sharing. The provisions of Subparagraphs 12.1.1, 12.1.2, 12.1.3 and 12.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects and/or as permitted by law.

13. INTERPRETATION OF CONTRACT REQUIREMENTS. If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

14. REPORTING REQUIREMENTS

14.1 Reports. Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to

ADMINISTRATOR -reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

14.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

14.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

14.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure the breach within sixty (60) calendar days of notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

14.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

15. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

15.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

15.1.1 Multi-Year Funding. For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

15.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

15.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 16.4. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

15.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 15.

15.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

15.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 15.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

15.5 Monitoring. COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

16. MAXIMUM PAYMENT OBLIGATION. The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Forty Three Thousand Seven Hundred Seventy Five Dollars (\$43,775) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

16.1 Initial Payment. ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount(s) not to exceed twenty five percent (25%) of COMMISSION’s Maximum Payment Obligation described in Paragraph 16 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

16.2 Provisional Payment. At ADMINISTRATOR’s sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR’s provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 17 below.

16.3 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR’s sole discretion, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION’s Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payments and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 16.7 below) pending the timely and successful completion of each Fiscal Audit as more fully described above in Paragraph 15. The total of all installment payments and provisional payments shall not exceed COMMISSION’s Maximum Payment Obligation.

16.4 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR’s indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

16.5 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

16.5.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

16.5.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

16.5.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with quarterly reporting obligations of Paragraphs 14 and 19, approximately thirty (30) days after receipt of the invoice.

16.6 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15. At ADMINISTRATOR's sole discretion; in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15; CONTRACTOR's entire final monthly or quarterly invoice may be withheld as the Retention Amount.

16.7 Final Invoice/Settlement. With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

16.8 Source of Funding Limited to COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or

legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

16.9 Leveraging Funds. CONTRACTOR is encouraged to secure State and Federal funds including but not limited to those State of California programs known to both parties as MediCal Administrative Activities (MAA) and/or Targeted Case Management (TCM) in which COMMISSION funds may be identified and used as a required eligible funding source to draw down such funds as available. CONTRACTOR agrees that any such funds received as the result of leveraging efforts shall be utilized to provide additional services under this Agreement or any future COMMISSION Agreement for substantially the same services. CONTRACTOR shall comply with the provisions of this Agreement in the delivery of any such services including the reporting requirements of this Agreement.

16.10 PROGRAM FEES

16.10.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

16.10.2 CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

16.10.3 CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

16.10.4 CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

16.10.5 CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

16.10.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

16.10.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 15.1 of this Agreement.

17. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

17.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

17.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to a prior funding contract to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

18. RECORDS

18.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

18.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

18.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

18.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 97 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) microfilm or microfiche.

18.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

18.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

18.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable

direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM. CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

19.1 Evaluation and Contracts Management System. COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. At the Date of Agreement, COMMISSION's designated contractor/consultant for the evaluation and contracts management system is Mosaic Network, Inc. ("Mosaic"). Pursuant to an agreement between Mosaic and COMMISSION, Mosaic acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, Mosaic has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to all COMMISSION projects.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractors); it shall provide data to Mosaic; and it shall utilize the evaluation and contracts management system (or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.2 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system'

Administrative Management Module (“AMM”), and in some instances also through the evaluation and contracts management system Client Level Data Module (“CLDM”), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and Mosaic (or other information technology contractor(s)); and provide data to Mosaic, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION’s funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable Federal and State laws; provided however, any applicable exception set forth in applicable Federal or State laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between Mosaic and COMMISSION, Mosaic is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or be amended after the Date of Agreement.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all these inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the “Inventions”). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish this ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION’s expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR’s behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR’s performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Director of Contracts Administration
17320 Redhill, Suite 200
Irvine, CA 92614

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION

23.1 Termination Without Cause by Either Party Prior to Expiration of Term. This Subparagraph 23.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 23.2 and the default provisions of this Agreement.

23.1.1 COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 24) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is

received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 23.2 above) and may elect any of the following:

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

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvements to, the real or personal property and less any direct and

reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

**CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY,**
a public body and legal public entity

Dated: _____

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
DARLENE J. BLOOM
Clerk of COMMISSION

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Terry C. Andrus, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

FOUNTAIN VALLEY SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: _____

By: _____
Dr. Marc Ecker, Superintendent

EXHIBIT A

TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

PROJECT SUMMARY

FOUNTAIN VALLEY SCHOOL DISTRICT

Agreement # FCI-SD-07

School District Services

Term: July 1, 2011 – June 30, 2012

1. FUNDING RECIPIENT

Fountain Valley School District
Public School District
10055 Slater
Fountain Valley, CA 92708

District Contacts:

EL Specialist: Mary Lou Watkins/ELS/714 840-1885/mlouw@aol.com

District School Readiness Nurse: N/A

Work Plan and Data Entry: Mary Lou Watkins/ELS/714 840-1885/mlouw@aol.com

Invoices/Documentation: Thuy Bui/Accounting Technician/714-843-3241/buit@fvsd.k12.ca.us

Designated Level of Data Reporting: **AMM**

Signatory: Dr. Marc Ecker, Superintendent

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. PURPOSE AND SCOPES OF WORK

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

3.1 EARLY LEARNING SPECIALIST

3.1.1 Provide services through a .50 Full Time Equivalent (FTE) Early Learning Specialist (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement.

The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred eighty (1,680) hours per year.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in their local school district’s activities; and with district early primary teaching staff.

3.1.4 Support implementation of promising practices related to math and language literacy.

3.1.5 Implement early intervention services to address speech and language delays prior to school entry.

3.1.6 Address gaps and increase access to school-based health services as needed and appropriate within the local community.

3.1.7 Provide support for the staffing and operation of Learning Link program(s) as needed and appropriate within the local community.

3.1.8 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.1.9 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.10 Maintain a protocol for transferring relevant student health and development information between the early care setting and the public school Kindergarten teachers, and capturing pre-school student data into District’s student data collection system.

3.1.11 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.12 Inform District staff of the COMMISSION’S Early Learning goals and progress.

3.1.13 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

3.1.14 Coordinate exchange and distribution of resource information and school readiness materials between the District and local community agencies, COMMISSION, and COMMISSION grantees, to better educate parents regarding available resources that may help them to better prepare their children to enter school healthy and ready to learn.

3.1.15 Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.16 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.17 Identify and implement catalytic early learning projects or programs that maximize current funds, improve quality of early care, and promote the sustainability of ongoing early learning programs.

3.1.18 Seek additional funding opportunities for early learning programs.

3.1.19 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.19.1 Planning for future implementation of EDI.

3.1.19.2 Implementing EDI at one or more schools.

3.1.19.3 Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

4. ATTACHMENTS TO EXHIBIT B (As applicable)

1. Staffing
2. Direct Project Expenses

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. Invoicing/Payment Elections.

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 16.1 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 16.3 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 16.6 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15 of this Agreement.

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fountain Valley School District	Early Learning Specialist	Mary Lou Watkins	714-840-1885 mlouw@aol.com	FCI-SD-07
Project Abstract (a short description of the project):				
Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.				
General GEMS Instructions				
<ul style="list-style-type: none"> • Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients, Repeat Clients and Services for each service on your work plan. EXCEPTION for July and August, if your program is closed AND you have provided NO services, you may provide a 2 month update indicating that your program was closed during that period. • Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2010 - July 31, 2010. • New Clients: All clients are new starting July 1, 2011. • Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2011; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat in subsequent months. • Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates. 				

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ). (SOW 3.1.6)	Services completed	Children 0-5	48 screening sessions	7/1/11	6/30/12	<p>Clients: Clients are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p>Services: Total # of screening sessions provided during the month.</p> <p>Notes: Brief description of services provided</p>

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
		language, psychosocial issues, and other special needs, and receive appropriate services. (C)							

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development (SOW 3.1.8)	Classes	Parent	1 class	7/1/11	6/30/12	Clients: All clients are new to each class provided each month
									Services: Count the # of Classes (include classes on Nutrition and Physical Activity here)
									Notes: Describe classes provided
SF.4 Families have resources to support the management and treatment their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5. (SOW 3.1.9)	Client contact	Provider	1 provider	7/1/11	6/30/12	Clients: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year.
									Services: Total # of providers trained and/or training sessions provided.
									Notes: Describe services provided

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler

Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Parent	115 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.
									Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended)
									Notes: Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home (SOW 3.1.4)	Client contact	Children 0-5	115 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.
									Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended)
									Notes: Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children (SOW 3.1.4)	Materials distributed	Children 0-5	1000 books	7/1/11	6/30/12	Clients: N/A
									Services: # of books distributed in month reporting
									Notes: Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution (SOW 3.1.4)	Services completed	Program	1000 books collected	7/1/11	6/30/12	Clients: N/A
									Services: # of books collected in month reporting
									Notes: Describe where drive held and how many books collected
EL.1 Children have the developmental skills* to be proficient learners in school	Math Proficiency	EL.1.4. 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math programs (SOW 3.1.4)	Client Contact	Children 0-5	48 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service.
									Services: Total number of client contacts (total # of children multiplied by the number of sessions each attended)
									Notes: Brief description of service provided
EL.1 Children have the developmental skills* to	Special needs children in	EL.1.6 Increase the number of children	EL.1.6.3a Parents receive speech and	Client contact	Parents	2 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler

Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
be proficient learners in school	early care and education programs*	with special needs* who are participating in inclusive early care and education programs.	language services (SOW 3.1.5)						service. Services: Total number of client contacts (total # of parents multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3b Children receive speech and language services (SOW 3.1.5)	Client contact	Children 0-5	2 children	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number of sessions each attended) Notes: Describe service provided
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELLCO, CLASS, and develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs (SOW 3.1.15)	Services completed	Provider	1 provider	7/1/11	6/30/12	Clients: # of providers who received this service this month (always new, never repeat) Services: same as # of providers Notes: Describe tools used and where.
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet	EL.1.7.2 Providers are given resources and early intervention strategies for	Services completed	Provider	25 providers	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: # of providers multiplied by the number of trainings provided

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler

Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
		nationally recognized quality standards (P)	appropriate early care and education practices (SOW 3.1.15)						Notes: Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider
EL.2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarteners	EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year (SOW 3.1.16)	Client contact	Children 0-5	500 children	7/1/11	6/30/12	Clients: # of children visiting classrooms (always new)
									Services: Same as # of clients
									Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	48 children	7/1/11	6/30/12	Clients: # of children whose records were transferred
									Services: Same as # of clients
									Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten (SOW 3.1.10)	Services completed	Children 0-5	1 activity	7/1/11	6/30/12	Clients: Do not report # of clients (enter zeros)
									Services: # of activities conducted to transfer student records
									Notes: Brief description
EL.2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development Instrument (EDI) to assess children's development at	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning	Services completed	Children 0-5	1 school	7/1/11	6/30/12	Clients: Report # of children assessed if implementing EDI
									Services: # of schools pertaining to EDI participation
									Notes: Brief description of activities

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
		Kindergarten entry	efforts...(SOW 3.1.19)						
EL.3 Parents have the supports that contribute to children's readiness for school success	Parent knowledge of school readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school (SOW 3.1.8)	Services completed	Parent	65 parents	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number of client contacts (total # of clients multiplied by the number contacts each received during the month reported) Notes: Brief description of services provided.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised (SOW 3.1.17)	Dollars	Program	\$1	7/1/11	6/30/12	Clients: N/A Services: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes) (SOW 3.1.13)	Services completed	Program	2 collaborations	7/1/11	6/30/12	Clients: N/A Services: # collaborations developed Notes: Brief description of collaborations and partnerships.
CB.2 Increase access	Evaluation	CB.2.3 Develop	CB.2.3.4 Children	Client	Children	2 children	7/1/11	6/30/12	Clients: # of clients new in first month of

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Commission Lead: Cinda Muckenthaler
Work plan approved by: Perlee Tobias Trout, Evaluation Manager, 7/25/11

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
and efficiency, quality and effectiveness		high-quality program evaluations and reporting	with special needs served	contact	0-5				service. No need to report after first month of service for each child. Services: Report each child in first month of service only Notes: Brief description
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning activities that improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies (SOW 3.1.17 and 3.1.18)	Services completed	Program	1 plan	7/1/11	6/30/12	Clients: N/A Services: # of plans completed Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services (SOW 3.1.3, 3.1.8, and 3.1.11)	Client contact	Provider	5 trainings	7/1/11	6/30/12	Clients: # of clients new in first month of service, repeat in subsequent months of service. Services: Total number provided during the month reported) Notes: Brief description of services provided.

EXHIBIT B
PROJECT BUDGET

Fountain Valley School District	Funds Due 7/1/11 - 6/30/12
Staffing	\$38,000
Direct Project Expenses	\$5,775
Capital Equipment	\$0
Indirect/Administrative	\$0
Subcontracts	\$0
TOTAL FUNDS DUE	\$43,775

MAXIMUM PAYMENT OBLIGATION: \$43,775

Attachment 1 to Exhibit B

STAFFING TABLE

Position Title:	FTE	Salaries & Benefits
Early Learning Specialist-Mary Lou Watkins	.25	\$19000
Minimum Qualifications: Life Teaching Credential, Clear Administrative Services Credential, MS/Education, 1-6 teaching and administrative experience and 6-8 administrative experience, 11 years experience with School Readiness Initiative		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Early Learning Consultant-Jan Johnson	.166	\$7000
Minimum Qualifications: EISS and Project GLAD trainer, 30 years kindergarten experience		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Early Learning Consultant/Health & Nutrition –Louise Lung RN	.083	\$3000
Minimum Qualifications:(Include education, licenses, and experience as applicable)		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Early Learning Consultant/Health & Nutrition, Sandy Monlon RN	.083	\$3000
Minimum Qualifications:(Include education, licenses, and experience as applicable)		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Early Learning Consultant-Martha Anderson,Transition kindergarten teacher:	.083	\$3000
Minimum Qualifications:(Include education, licenses, and experience as applicable)		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Early Learning Consultant – Dani Smith, Kindergarten transition	.083	\$3000
Minimum Qualifications:(Include education, licenses, and experience as applicable)		
Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Summary Table of Staffing Costs		TOTAL
		\$38,000

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Clerical	\$1,000	EL	Hourly pay for Senior preschool secretary for EL work beyond her 6 hrs daily and also to coordinate EL and district preschool activities
Category –Training for Providers	\$2,900	EL	Enrollment fees for district providers for conferences, stipends for meeting with Jan Johnson to coordinate preschool programs. Expenses for district sponsored provider trainings, also for Bridging the Gap. Stipends for release time for EDI and Providence Speech and Language training, release time, if necessary, for transitional kindergarten observation and training
Category-parent training and information	\$1,875	EL	Cost for pre-kindergarten parent night, parent training sessions, stipends for childcare, parent packets, reproduction costs, materials for summer activity bag, books for parents, appropriate materials for pre kindergartners for parents, materials for parent ed classes

Total Direct Project Expenses	\$5,775
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FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF
EDUCATION TO PROVIDE PROFESSIONAL DEVELOPMENT IN
CO-TEACHING*
DATE: August 9, 2011

BACKGROUND

One of the district's instructional priorities is to support the successful implementation of a Response to Instruction/Intervention (RtI²) model at each school site. The administrators and staff at Fulton, Masuda, Moiola, and Talbert are committed to utilizing the co-teaching approach to effectively meet students' diverse instructional needs. Co-teaching, also referred to as collaboration, involves general education teachers and Resource Specialists working together to plan and deliver instruction for general and special education students. This approach to teaching and learning is a paradigm shift for many general education teachers who are used to working autonomously in the classroom.

Based upon the work of Dr. Marilyn Friend, the Orange County Department of Education is prepared to provide the district with professional development in the area of co-teaching and facilitate structured planning time between general and special education staff. The proposed training would be held on September 1, 2011, which is one of the designated pre-service/staff development days for teachers.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education to provide professional development in co-teaching for administrators and teachers at Fulton, Masuda, Moiola, and Talbert.



WILLIAM M. HABERMEHL
County Superintendent of Schools

Orange County Department of Education Support for Specialized Instruction

TO: Anne Silavs; Assistant Superintendent, Instruction
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3285

FROM: Sheri McDonald
Support for Specialized Instruction

DATE: July 27, 2011

RE: **Proposed Professional Development**

The purpose of this memo is to outline the Professional Development services provided by OCDE, as follows:

WHO: OCDE Personnel (primarily Kim Beckstrom with possible support from other OCDE personnel)

WHAT: OCDE Personnel will provide training around co-teaching and the work of Marilyn Friend. OCDE will present information in the morning and provide support for FVSD's development of a co-teaching model. Staff will spend the afternoon planning with support from internal personnel.

WHEN: September 1st or 2nd, 2011 (TBD)

WHERE: Fountain Valley District Office

COST: \$500 ~ \$700

If this proposal is accepted, OCDE personnel will draw up a contract for services.

Fountain Valley School District
Childcare and Development Services
CA State Preschool Program

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION 2012-08

BE IT RESOLVED THAT the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-0349, project number 30-6649-00-0 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mastaneh (Mona) Green	Director, Child Care Program	

PASSED AND ADOPTED THIS 18th day of August 2011, by the governing Board of the Fountain Valley School District of Orange County, California.

I, Christine Allcorn, Clerk of the Governing Board of the Fountain Valley School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting therefore held at a regular public place of meeting and the resolution is on file in the office of said Board.

Christine Allcorn, Board Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 02

DATE: June 21, 2011

CONTRACT NUMBER: CSPP-0349

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

FY11

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

MDO Change

PROJECT NUMBER: 30-6649-00-0

CONTRACTOR'S NAME: FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2010 designated as number CSPP-0349, Amendment #01 (Special Fund (Reserve Account) and FT&C Chg.) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$183,391.00. (No change)

The Special Fund (Reserve Account) Amount shall be \$0.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 5,334.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 180 and inserting 175 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING MASTANEH (MONA) GREEN				
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9625 WARNER AVE, FU 92708				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 183,391	(OPTIONAL USE) 0656 23038-6649					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 183,391	ITEM 30.10.010. 6110-196-0001	CHAPTER 712	STATUTE 2010			FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				



SO: 2011-12/B12-6
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Resolution Electing to Establish a Health Benefit Vesting Requirements for Future Retirees Under the Public Employees' Medical and Hospital Care Act**
DATE: August 12, 2011

Background:

Superintendent and staff request board approval of Resolution 2012-09 Resolution Electing to Establish a Health Benefit Vesting Requirements for Future Retirees Under the Public Employees' Medical and Hospital Care Act.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2012-09 establishing a health benefit vesting requirement of fifty years of service for future retirees.

RESOLUTION 2010-09

RESOLUTION ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENTS FOR FUTURE RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) Government Code Section 22895 provides that a school employer contracting under the Public Employees' Medical and Hospital Care Act may amend its resolution to provide a post retirement vesting requirement, and
- WHEREAS, (2) Fountain Valley School District is a school employer contracting under the Act, and
- WHEREAS, (3) Fountain Valley School District certifies, employees not represented by a bargaining unit have agreed to adopt 22895 and there is no applicable memorandum of understanding, and Fountain Valley School District also certifies employees are represented by a bargaining unit and subject to a memorandum of understanding, and
- WHEREAS, (4) The contracting agency shall provide to the board in the manner prescribed by the board a notification for the agreement established pursuant to this section and any additional information necessary to implement this section; now, therefore be it
- RESOLVED, (a) That the employer's contribution for each active and retired employee shall be based upon the principles prescribed under Government Code Section 22895.
- RESOLVED, (b) The contribution for active employees cannot be less than what is defined in Section 22892(b)
- RESOLVED, (c) That the employer's contribution for each annuitant under this **vesting resolution** shall be the minimum employer contribution as required by GC 22892 (b); and be it further
- RESOLVED, (d) Post-retirement employer contributions shall not be paid to employees with less than fifty years of credited service with the district. The percentage of employer contribution payable for retirement health benefits for each retired school employee shall be based on the employee's completed years of credited service with the school employer; plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (e) That Fountain Valley School District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (f) That coverage under the Act be effective on October 1, 2011.

Adopted at a regular meeting of the Fountain Valley School District Board of Trustees at _____ this 18th day of August 2011.

Signed: _____
Judy Edwards, Board President

Attest: _____
Marc Ecker, Ph.D., Board Secretary

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S 11-12 – 42

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Service
SUBJECT: **APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION
PROGRAM FOR 2011-12**
DATE: August 9, 2011

BACKGROUND

California Education Code (*EC*) sections 52120, et. seq., established the Class Size Reduction Program (CSR) for the purpose of allowing school districts that maintain any grades kindergarten through 3 to receive additional funding from the State of California. Senate Bill 4 of the Third Extraordinary Session, Chapter 12, Statutes of 2009, added *EC* Section 52124.3, which limited - for the four-year period from 2008-09 through 2011-12 - any funding to local agencies to grade levels applied for in 2008-09. Assembly Bill 2 of the Fourth Extraordinary Session, Chapter 2, Statutes of 2009, enacted changes to *EC* 52124.3, limiting funding to the number of classes (instead of grades) that had been applied for in 2008-09.

IMPACT

Based upon the number of classes applied for in 2008-09, 83 classes and 1,782 students will participate in the program. Final funding will be based upon actual numbers of participants in 2008-09.

RECOMMENDATION

It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2011-12.