



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 25, 2015

- CALL TO ORDER: 6:30PM
- 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.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. CELEBRATION OF CLASSIFIED EMPLOYEE OF THE YEAR: JAN BERRY

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.

The Board of Trustees is pleased to join our staff and community in celebrating Jan Berry, Classified Technician, as Fountain Valley School District’s Classified Employee of the Year.

2. RECOGNITION OF ASSISTANT SUPERINTENDENT, ANNE SILAVS

The Board of Trustees would like to thank Assistant Superintendent, Instruction, Anne Silavs for her service to our students. The Board will join staff and the community in celebrating Ms. Silavs’ impact on the Fountain Valley School District and wishing her well as she leaves our district.

2. RECOGNITION OF 2015 TASTE OF FOUNTAIN VALLEY PARTICIPATING RESTAURANTS

The Board of Trustees is pleased to join our staff and community in thanking those restaurants and businesses that made the 2015 Taste of Fountain Valley such an amazing success. The Board will recognize these restaurants and businesses and thank them for their continued support of our students.

• RECESS

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

4. APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT

M ____
2nd ____
V ____

As part of the new Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the Local Control Accountability Plan for Fountain Valley School District.

5. LOCAL EDUCATION AGENCY PLAN FOR JULY 1, 2015 THROUGH JUNE 30, 2020

M ___
2nd ___
V ___

In order to receive federal funding (Title I, Title II, Title III), the Elementary and Secondary Education Act of 1965 requires each local education agency create a Local Education Agency Plan (LEAP). The purpose of the LEAP is to develop an integrated, coordinated set of actions that the district will take to ensure programmatic requirements are met.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Local Education Agency Plan.

6. APPROVAL OF 2015-16 FINAL DISTRICT BUDGET

M ___
2nd ___
V ___

The 2015-16 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the budget for fiscal year 2015-16 and authorize the Superintendent to sign all documents.

7. 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

7-A. Board Meeting Minutes from June 11th regular meeting

7-B. Personnel Items (Employment Functions, Workshops/Conferences, and

- Consultants)
- 7-C. Donations
- 7-D. Warrants
- 7-E. Purchase Order Listing
- 7-F. Budget Adjustments

Consent Items

7-G. LEGAL SERVICES PROVIDED BY BEST, BEST & KRIEGER LLP, ATTORNEYS AT LAW

Superintendent's Comments: It is recommended that the Board of Trustees approves the Retainer Agreement for Legal Services with Best, Best & Krieger LLP, Attorneys at Law, July 1, 2015 through June 30, 2016 and authorizes the Superintendent or designee to sign all documents.

7-H. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2015-16 SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Superintendent's Comments: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2015-16 with the Law Offices of Margaret A. Chidester & Associates.

7-I. APPROVAL OF CONTRACT WITH HEARTLAND PAYMENT SYSTEMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached contract with Heartland Payment Systems and authorizes the Superintendent or designee to sign all documents.

7-J. APPROVAL OF SUNGAURD HUMAN RESOURCES CONTRACT RENEWAL

Superintendent's Comments: It is recommended that the Board of Trustees approves Agreement Number 39389 – Amendment 2 with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

7-K. APPROVAL OF E-RATE CONSULTANT CONTRACT WITH CSM

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached E-rate consulting contract and authorizes the Superintendent or designee to sign all documents.

7-L. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

Superintendent's Comments: It is recommended that the Board of Trustees reduces the services of the positions so designated on the attached memo on the effective date as listed.

7-M. CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES WITH THE UNIVERSITY OF CALIFORNIA, IRVINE

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with the University of California, Irvine.

7-N. CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS SPRING 2015

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

7-O. RESOLUTION 2015-26: STATE PRESCHOOL PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2015-26 for the State Preschool Program Contract for the 2015-16 school year.

7-P. STATE PRESCHOOL PROGRAM SELF-EVALUATION ANNUAL REPORT

Superintendent's Comments: It is recommended that the Board of Trustees reviews the Program Self-Evaluation for the State Preschool Program for the school year 2014-2015.

7-Q. APPROVAL OF CONTRACT WITH GLORIA JOHNSTON

Superintendent's Comments: It is recommended that the Board of Trustees approves the consultant contract between Gloria Johnston and the Fountain Valley School District for the purpose of providing the services of Governance Team Workshop on June 27, 2015.

7-R. APPROVAL TO UTILIZE THE LOS ANGELES COMMUNITY COLLEGE DISTRICT PIGGYBACK BID #94 INCLUDING ALL EXTENSIONS

Superintendent's Comments: Approval to utilize the Los Angeles Community College District Piggyback bid #94, including all extensions, and authorization for the Superintendent or his designee to sign on behalf of the District is recommended.

7-S. APPROVAL TO UTILIZE COLTON JOINT UNIFIED SCHOOL DISTRICT PIGGYBACK BID #15-04 AND ALL EXTENSIONS

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Colton Joint Unified School District Piggyback Bid #15-04 including any and all bid extensions for the purpose of purchasing shade covers, play equipment, and play

surfaces on an ongoing basis throughout the District and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

7-T. APPROVAL OF RESOLUTION 2015-27 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2015-16 FISCAL YEAR

Superintendent’s Comments: It is recommended that the Board of Trustees adopts Resolution 2015-27 approving the expenditure of Education Protection Account funds to be received quarterly during the 2015-16 fiscal year.

7-U. SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT

Superintendent’s Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2015 through June 30, 2016 and authorizes the Superintendent or designee to sign all documents.

7-V. OCDE DATA CENTER SERVICES AGREEMENT #41861

Superintendent’s Comments: It is recommended that the Board of Trustees approves Agreement Number 41861 with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

7-W. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$691.25	3/1/2015-6/30/2015
Cornerstone Therapies	\$406.40	7/1/2015-6/30/2016
Cornerstone Therapies	\$508	7/1/2015-6/30/2016
Providence Speech & Hearing Center	\$4,469.60	7/1/2015-6/30/2016
Speech & Lang. Pathology Services	\$9,840	7/1/2015-6/30/2016
Behavior Solutions, Inc.	\$1,000	7/1/2015-6/30/2016
Approach Learning & Assessment Ctrs., Inc.	\$43,508.58	7/1/2015-6/30/2016
Approach Learning & Assessment Ctrs., Inc.	\$49,907.78	7/1/2015-6/30/2016
Speech & Lang. Development Center	\$57,447.39	7/1/2015-6/30/2016

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, July 16, 2015 at 7:00pm.**

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

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.

SO: 2014-15/ B15-47
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **Celebration of Classified Employee of the Year: Jan Berry**
DATE: June 4, 2015

Background:

The Board of Trustees is pleased to join our staff and community in celebrating Jan Berry, Classified Technician as Fountain Valley School District's Classified Employee of the Year.

SO: 2014-15/ B15-53
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: Recognition of Assistant Superintendent, Instruction, Anne Silavs
DATE: June 4, 2015

Background:

The Board of Trustees would like to thank Assistant Superintendent, Instruction, Anne Silavs for her service to our students. The Board will join staff and the community in celebrating Ms. Silavs' impact on the Fountain Valley School District and wishing her well as she leaves our district.

SO: 2014-15/ B15-54
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **Recognition of 2014 Taste of Fountain Valley Participating
Restaurants**
DATE: June 4, 2015

Background:

The Board of Trustees is pleased to join our staff and community in thanking those restaurants and businesses that made the 2014 Taste of Fountain Valley such an amazing success. The Board will recognize these restaurants and businesses and thank them for their continued support of our students.



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Mark Johnson, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *LOCAL CONTROL ACCOUNTABILITY PLAN FOR
FOUNTAIN VALLEY SCHOOL DISTRICT*
DATE: June 12, 2015

BACKGROUND INFORMATION:

As part of the new Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Pursuant to California Education Code section 52060, the LCAP must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052. Goals must be written in each of the identified eight state priority areas which include Basic Services, Implementation of Common Core State Standards, Student Achievement, Other Student Outcomes, Course Access, Student Engagement, School Climate, and Parent Involvement.

Engagement of stakeholders (parents, staff, and community members) is a critical component of the planning process.

The Governing Board of each school district is required to hold at least one public hearing to solicit comments from members of the community regarding the specific actions and expenditures proposed in the LCAP. The Governing Board shall adopt the LCAP and the annual budget in a subsequent public meeting on or before June 30.

A public hearing on the proposed LCAP for the Fountain Valley School District was held at the June 11 meeting of the Board of Trustees. The plan is being presented to the Board for final approval on June 25, 2015.

The Local Control Accountability Plan for Fountain Valley School District can be accessed on our site at: <http://www.fvsd.us/pdf/FVSD-LCAP-2015-16.pdf>

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Local Control Accountability Plan for Fountain Valley School District.



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue • Fountain Valley, CA 92708 • (714)843-3200 • www.fvsd.k12.ca.us

Memorandum

TO: Mark Johnson, Ed.D., Superintendent

FROM: Julianne Hoefer, Ph.D., Director, Assessment and Accountability

DATE: June 17, 2015

SUBJECT: Local Education Agency Plan for July 1, 2015 through June 30, 2020

Background

In order to receive federal funding (Title I, Title II, Title III), the Elementary and Secondary Education Act of 1965 requires each local education agency create a Local Education Agency Plan (LEAP). The purpose of the LEAP is to develop an integrated, coordinated set of actions that the district will take to ensure programmatic requirements are met. The four goals outlined in the plan include:

Goal 1: All students will meet high standards in reading and mathematics as measured by State and local assessments.

Goal 2: All English learners (ELs) will become proficient in English and meet high standards in reading and mathematics as measured by State and local assessments.

Goal 3: All students will be taught by highly qualified teachers.

Goal 4: All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

To the extent possible, the LEAP was aligned with the State mandated Local Control Accountability Plan (LCAP). There are no new actions in the LEAP, all are included in the LCAP.

Recommendation

It is recommended that the Board of Trustees approve the Local Education Agency Plan.

(CDE use only)
Application #

No Child Left Behind Act of 2001
LOCAL EDUCATIONAL AGENCY PLAN

mail original and two copies to: **California Department of Education
School and District Accountability Division
1430 N Street, Suite 6208
Sacramento, California 95814-5901**

LEA Plan Information:

Name of Local Educational Agency (LEA): Fountain Valley School District

County/District Code: 3066498

Dates of Plan Duration (should be five-year plan): 2015-2020

Date of Local Governing Board Approval: June 25, 2015

District Superintendent: Mark Johnson, Ed.D.

Address: 10055 Slate Avenue

City: Fountain Valley Zip code: 92708

Phone: 714.843.3200 Fax: 714.843.0356

Signatures (Signatures must be original. Please use blue ink.)

The superintendent and governing board of the LEA submitting the application sign on behalf of all participants included in the preparation of the plan.

Mark Johnson, Ed.D. 06/25/2015
Printed or typed name of Superintendent Date Signature of Superintendent

Ian Collins 06/25/2015
Printed or typed name of Board President Date Signature of Board President

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Part I

Background and Overview

Background

Descriptions of the Consolidated Application, the Local Educational Agency Plan, the Single Plan for Student Achievement, and the Categorical Program Monitoring Process

Development Process for the LEA Plan

LEA Plan Planning Checklist

Federal and State Programs Checklist

District Budget for Federal and State Programs

Background

The No Child Left Behind (NCLB) Act of 2001 embodies four key principles:

- stronger accountability for results;
- greater flexibility and local control for states, school districts, and schools in the use of federal funds
- enhanced parental choice for parents of children from disadvantaged backgrounds, and
- a focus on what works, emphasizing teaching methods that have been demonstrated to be effective.

(Text of the legislation can be found at <http://www.cde.ca.gov/nclb/fr/>.)

In May 2002, California's State Board of Education (SBE) demonstrated the state's commitment to the development of an accountability system to achieve the goals of NCLB by adopting five **Performance Goals**:

- 1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-2014.**
- 2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.**
- 3. By 2005-2006, all students will be taught by highly qualified teachers.**
- 4. All students will be educated in learning environments that are safe, drug-free, and conducive to learning.**
- 5. All students will graduate from high school.**

In addition, 12 performance indicators linked to those goals were adopted (see Appendix A), as specified by the U.S. Department of Education (USDE). Performance targets, developed for each indicator, were adopted by the SBE in May 2003.

Collectively, NCLB's goals, along with the performance indicators and targets, constitute California's framework for ESEA accountability. This framework provides the basis for the state's improvement efforts, informing policy decisions by SBE, and implementation efforts by CDE to fully realize the system envisioned by NCLB. It also provides a basis for coordination with California's Legislature and the Governor's Office.

Since 1995, California has been building an educational system consisting of five major components:

- rigorous academic standards
- standards-aligned instructional materials
- standards-based professional development
- standards-aligned assessment

- an accountability structure that measures school effectiveness in light of student achievement.

As a result, California is well positioned to implement the tenets of NCLB.

State and federally funded initiatives aimed at improving student achievement must complement each other and work in tandem in order to have the greatest impact. In California, the state and federal consolidated applications, competitive grants, the state accountability system, the Categorical Program Monitoring process, **local educational agency plans**, professional development opportunities, and technical assistance all are moving toward a level of alignment and streamlining. The result of this consolidation will be to provide a cohesive, comprehensive, and focused effort for supporting and improving the state's lowest-performing schools and appropriate reporting mechanisms.

Descriptions of the Consolidated Application, the Local Education Agency Plan, and the Categorical Program Monitoring

In order to meet legislative requirements for specific state and federal programs and funding, California currently employs four major processes: the Consolidated State Application, the Local Educational Agency Plan, the school-level Single Plan for Student Achievement, and Categorical Program Monitoring. **California is moving toward more closely coordinating and streamlining these processes to eliminate redundancies and make them less labor intensive for LEA's, while continuing to fulfill all requirements outlined in state and federal law.**

Below is a brief description of the ways in which these various processes currently are used in California.

The Consolidated Application (ConApp)

The Consolidated Application is the *fiscal* mechanism used by the California Department of Education to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, each LEA submits Part I of the Consolidated Application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Part II of the Consolidated Application is submitted in the fall of each year; it contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

The Single Plan for Student Achievement (School Plan)

State law requires that school-level plans for programs funded through the Consolidated Application be consolidated in a *Single Plan for Student Achievement (Education Code*

Section 64001), developed by schoolsite councils with the advice of any applicable school advisory committees. LEA's allocate NCLB funds to schools through the Consolidated Application for Title I, Part A, Title III (Limited English Proficient), and Title V (Innovative Programs/Parental Choice). LEA's may elect to allocate other funds to schools for inclusion in school plans. The content of the school plan includes school goals, activities, and expenditures for improving the academic performance of students to the proficient level and above. The plan delineates the actions that are required for program implementation and serves as the school's guide in evaluating progress toward meeting the goals.

The Local Educational Agency Plan (LEA Plan)

The approval of a Local Educational Agency Plan by the local school board and State Board of Education is a requirement for receiving federal funding subgrants for NCLB programs. The LEA Plan includes specific descriptions and assurances as outlined in the provisions included in NCLB. In essence, LEA Plans describe the actions that LEAs will take to ensure that they meet certain ***programmatic*** requirements, including student academic services designed to increase student achievement and performance, coordination of services, needs assessments, consultations, school choice, supplemental services, services to homeless students, and others as required. In addition, LEA Plans summarize assessment data, school goals and activities from the *Single Plans for Student Achievement* developed by the LEA's schools.

Categorical Program Monitoring (CPM)

State and federal law require CDE to monitor the implementation of categorical programs operated by local educational agencies. This state-level oversight is accomplished in part by conducting on-site reviews of eighteen such programs implemented by local schools and districts. Categorical Program Monitoring is conducted for each district once every four years by state staff and local administrators trained to review one or more of these programs. The purpose of the review is to verify ***compliance*** with requirements of each categorical program, and to ensure that program funds are spent to increase student achievement and performance.

Development Process for the LEA Plan

LEAs must develop a single, coordinated, and comprehensive Plan that describes the educational services for all students that can be used to guide implementation of federal and state-funded programs, the allocation of resources, and reporting requirements. The development of such a plan involves a continuous cycle of assessment, parent and community involvement, planning, implementation, monitoring, and evaluation. The duration of the Plan should be five years. The Plan should be periodically reviewed and updated as needed, but at least once each year.

In developing the Plan, the LEA will review its demographics, test results, performance, and resources. Given that the majority of such information is readily available in the School

Accountability Report Card (SARC), the Standardized Testing and Reporting (STAR) performance results, the Academic Performance Index (API) results, and other data sources, the LEA will find the data easy to access via the Internet. (See Appendix B for links to each of the web sites containing student and staff demographic information, SARC, STAR, and API data.) **The LEA is expected to gather and review its own information from these resources and use it to inform the planning process.**

The LEA Plan can serve as a summary of all existing state and federal programs and establish a focus for raising the academic performance of all student groups to achieve state academic standards. In the context of this plan, improvements in instruction, professional development, course offerings, and counseling and prevention programs are means of achieving specific academic and support services goals for all groups of students, including identified under-performing student groups. **Federal law requires that school site administrators, teachers and parents from the LEA (which includes direct-funded charter schools) must be consulted in the planning, development, and revision of the LEA Plan.**

The LEA Plan can be completed using the following recommended steps for plan development.

Step One: Measure the Effectiveness of Current Improvement Strategies

Analyze Student Performance

Conduct a comprehensive data analysis of student achievement, including multiple measures of student performance. Identify all relevant assessments and apply thoughtful analyses of current educational practices to establish benchmarks aimed at raising academic performance for all students, especially identified student groups.

Tables of data for your schools and district are available online:

- API Reports - <http://www.cde.ca.gov/ta/ac/ap>
- Standardized Testing and Reporting (STAR) data - <http://www.cde.ca.gov/ta/tg/sr>
- LEA Accountability Reports of Annual Measurable Achievement Objectives (AMAOs) for English learners - <http://www.cde.ca.gov/sp/el/t3/acct.asp>
- AYP Reports – <http://www.cde.ca.gov/ta/ac/ay>

Analyze Current Educational Practices, Professional Development, Staffing, and Parental Involvement

Identify, review, and analyze data and related information on factors such as educational practices, parent and community involvement, professional development, support services, and resources that have an impact on student learning.

Over the past several years, CDE has developed several self-assessment tools that schools and districts can use to evaluate these factors and others needed to support academic student achievement:

- The Academic Program Survey (APS) – school-level survey of status of implementation of the nine essential program components

- District Assistance Survey (DAS) – district-level survey of status of implementation of nine essential program components
- Least Restrictive Environment Assessment – to examine educational practices for students with disabilities
- English Learner Subgroup Self Assessment (ELSSA) – to improve outcomes for English Learners

These tools can be found in the Virtual Library on the CDE web site at <http://www.cde.ca.gov/ta/lp/vl/improvtools.asp>.

(See Part II, Needs Assessment, for further details.)

Step Two: Seek Input from Staff, Advisory Committees, and Community Members

Seek the input of teachers, administrators, councils, committees, and community members (e.g., school site council; school health council; committees for Limited English Proficient, state compensatory education, gifted and talented education, special education, etc.) The most effective plans are those supported by the entire LEA community. The integration of existing program plans, such as Immediate Intervention/Underperforming Schools Program, High Priority Schools Grant Program, Alternative Education Programs, Focus on Learning: Secondary School Accreditation, and others does not eliminate any program requirements. The combined process must include the requirements of every program involved.

Step Three: Develop or Revise Performance Goals

Using the five NCLB performance goals and indicators (see Appendix A), develop local performance targets that are: a) derived from school and student subgroup performance data and analysis of related, scientifically based educational practices; b) attainable in the period specified in this Plan and consistent with statewide targets for all students and subgroups; c) specific to the participants (i.e., students, teachers, administrators, paraprofessionals); and d) measurable.

Step Four: Revise Improvement Strategies and Expenditures

For **district-operated** programs, identify the participants, expected performance gains, and means of evaluating gains. Indicate specific improvements and practical monitoring of their implementation and effectiveness. For **school-operated programs**, summarize those same elements from approved *Single Plans for Student Achievement*.

Identify available resources. Aside from fiscal resources available through federal and state funding, programmatic resources are available on the CDE Web site at <http://www.cde.ca.gov>. The Consolidated Application provides funding for **district-operated programs** (including reservations from Title I for various purposes, Title II, Title IV, and Tobacco-Use Prevention) as well as for **school-operated programs** (including Title I, Parts A and D, Title III, Title V, School Improvement, Economic Impact Aid, and 10th Grade Counseling).

Step Five: Local Governing Board Approval

The LEA Plan must be approved by the local governing board prior to submittal to CDE. Ensure that all required signatures are affixed. All subsequent amendments should be approved by the local governing board and kept on file with the original LEA Plan.

Step Six: Monitor Implementation

To verify achievement of performance targets, monitor areas such as: a) assignment and training of highly qualified staff; b) identification of participants; c) implementation of services; d) provision of materials and equipment; e) initial and ongoing assessment of performance; and f) progress made toward establishing a safe learning environment.

The analysis of data (student, school-wide, support services, professional development) is part of the ongoing program monitoring and evaluation. When results are *not* as expected, it may be helpful to consider the following: a) How are performance targets and activities based on student performance and factual assessment of current educational practice? b) How educationally sound is the plan to help reach the targets? c) How timely and effectively is the plan being implemented? d) If the plan has not been implemented as written, what were the obstacles to implementation?

You may use the checklist on the next page to indicate planning steps as they are completed.

**PLANNING CHECKLIST
FOR LEA PLAN DEVELOPMENT**
(Optional)

✓	LEA Plan – Comprehensive Planning Process Steps
	1. Measure effectiveness of current improvement strategies
	2. Seek input from staff, advisory committees, and community members.
	3. Develop or revise performance goals
	4. Revise improvement strategies and expenditures
	5. Local governing board approval
	6. Monitor Implementation

FEDERAL AND STATE PROGRAMS CHECKLIST

Check (✓) all applicable programs operated by the LEA. In the “other” category, list any additional programs that are reflected in this Plan.

Federal Programs		State Programs	
✓	Title I, Part A		EIA – State Compensatory Education
	Title I, Part B, Even Start		EIA – Limited English Proficient
	Title I, Part C, Migrant Education		State Migrant Education
	Title I, Part D, Neglected/Delinquent		School Improvement
✓	Title II, Part A, Subpart 2, Improving Teacher Quality	✓	Child Development Programs
	Title II, Part D, Enhancing Education Through Technology		Educational Equity
✓	Title III, Limited English Proficient		Gifted and Talented Education
✓	Title III, Immigrants		Gifted and Talented Education
	Title IV, Part A, Safe and Drug-Free Schools and Communities		Tobacco Use Prevention Education (Prop 99)
	Title V, Part A, Innovative Programs – Parental Choice		Immediate Intervention/ Under performing Schools Program
	Adult Education		School Safety and Violence Prevention Act (AB1113, AB 658)
	Career Technical Education		Tenth Grade Counseling
	McKinney-Vento Homeless Education		Healthy Start
✓	IDEA, Special Education		Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
	21 st Century Community Learning Centers	✓	Other (describe): Local Control Funding Formula
	Other (describe):		Other (describe):
	Other (describe):		Other (describe):

DISTRICT BUDGET FOR FEDERAL PROGRAMS

Please complete the following table with information for your district.

Programs	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A	\$34,350	\$350,924	\$333,325	86.5%
Title II Part A, Subpart 2, Improving Teacher Quality	\$0	\$127,282	\$125,559	98.6%
Title III, Limited English Proficient	\$2,826	\$72,944	\$53,941	71.2%
Title III, Immigrants	\$2,722	\$9,404	\$9,230	76.1%
IDEA, Special Education	\$0	\$1,042,998	\$1,042,998	100%
TOTAL	\$39,898	\$1,603,552	\$1,565,053	97.5%

DISTRICT BUDGET FOR STATE PROGRAMS

Please complete the following table with information for your district.

Categories	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Child Development Programs	\$10,556	\$210,193	\$188,593	85.4%
Other (describe) Local Control Funding Formula (LCFF)	N/A	\$13,355,164	\$12,173,969	91.2%
TOTAL	\$10,556	\$13,565,357	\$12,362,562	91.1%

Part II

The Plan

Needs Assessments

Academic Achievement

Professional Development and Hiring

School Safety

Descriptions – District Planning

District Profile

Local Measures of Student Performance

Performance Goal 1

Performance Goal 2

Performance Goal 3

Performance Goal 4

Performance Goal 5

Additional Mandatory Title I Descriptions

Needs Assessment

The passage of NCLB imposes a number of significant new requirements on LEAs as conditions for funding provided at the state and local levels. Among these are reporting requirements designed to facilitate accountability for improving **student academic performance**, **teacher quality**, and **school safety**. As such, a needs assessment to determine strengths and weaknesses in these areas must be conducted.

In determining specific areas of need to be addressed in the Plan, the LEA should review its demographics, test results, and resources. The majority of such information is readily available on the LEA's School Accountability Report Card (SARC), the Standardized Testing and Reporting (STAR) performance results, the California English Language Development Test (CELDT) results, the Academic Performance Index (API) results, CBEDS, DataQuest, and other data sources. This data is easily accessible via the Internet (see Appendix B for links to each of the Web sites that contain student and staff demographic information, SARC, STAR, CELDT, and API data). The LEA is expected to gather and review its own information from these resources to determine strengths and needs and to shape the planning process.

Academic Performance

The needs assessment should include a focus on the academic areas highlighted in California's Performance Goals 1, 2, 3, and 5 (see Appendix A for a full listing of all of California's Performance Goals and Indicators), including:

- Statewide standards, assessment, and accountability
- Local assessments and accountability
- Coordination and integration of federal and state educational programs
- The LEA academic assessment plan

Teacher Quality

Another component of the needs assessment should examine local needs for professional development and hiring. LEA teachers and administrators should participate in this process to identify activities that will provide:

- teachers with the subject matter knowledge and teaching skills to provide all students the opportunity to meet challenging state academic achievement standards, and
- principals the instructional leadership skills to help teachers provide all students the opportunity to meet the state's academic achievement standards.

School Safety and Prevention

The LEA needs assessment also focuses on Performance Goal 4 (see Appendix A). It is based on an evaluation of objective data regarding the incidence of violence, alcohol, tobacco, and other illegal drug use in the elementary and secondary schools and the communities to be served. It includes the objective analysis of the current conditions and consequences regarding violence, alcohol, tobacco, and other illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program). This analysis is based on ongoing local assessment or evaluation activities (Sec. 4115 (a)(1)(A). California's Healthy Kids Survey may

also provide useful information in this area. The Survey is available at http://www.wested.org/pub/docs/chks_survey.html.

Descriptions – District Planning

Once local strengths and needs are identified as a result of examining and evaluating current district-level data, specific descriptions can be written of how program goals will be implemented to improve student academic achievement. **On the pages that follow, the LEA will provide descriptions and information about how it plans to address the requirements of NCLB based upon results of the needs assessment.** Collectively, these descriptions, along with the Assurances in Part III of this document, comprise the LEA Plan.

District Profile

In the space below, please provide a brief narrative description of your district. Include your district's vision/mission statement and any additional information about the make-up of your district, including grade levels and demographics of students served, in order to provide background and a rationale for the descriptions included in the LEA Plan.

Mission Statement

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.

District Profile

The Fountain Valley School District (FVSD) is committed to academic excellence. Students are provided an instructional program based on the Common Core State Standards. Students in transitional kindergarten through eighth grade are instructed by 215 regular education and 42 special education teachers at seven elementary and three middle schools. In addition, three and four year olds are served through a robust early childhood program at six of the seven elementary schools. FVSD has always valued active stakeholder input and participation and as a result has strong support from the parent and business community.

Of the District's approximately 6,300 students about 40% are White, 37% are Asian, 4% are multiple ethnicities, and 1% are Black. In addition, about 16% are Hispanic. Approximately 7% are identified as Gifted and Talented (GATE) and about 9% qualify for Special Education services including speech and language, resource, and special day class. The District receives Title I funding to support a targeted assistance program at Cox Elementary, Masuda Middle, Oka Elementary, and Plavan Elementary that provides additional support to about 1,375 students. While the district has been identified as Program Improvement, none of the schools have been identified. In general, there are less than 10 children identified as homeless in the District and less than 20 as foster youth. About 13% of the students are English learners (ELs) who speak 36 different home languages. The largest EL population is Vietnamese, followed by Arabic and Spanish. Over the last 10 years, the District has maintained an average EL reclassification rate of 13%, which exceeds both the County and State rates.

Local Measures of Student Performance (*other* than State-level assessments)

Per NCLB Section 1112 regarding Local Educational Agency Plans, each LEA must provide the following descriptions in its Plan:

A description of high-quality student academic assessments, if any, that are in addition to the academic assessments described in the State Plan under section 1111(b) (3), that the local educational agency and schools served under this part will use to:

- a) determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

If the LEA uses such assessments in addition to State Academic assessments, please provide a succinct description below, and indicate grade levels and students served with such assessments.

Also, please describe any other indicators that will be used in addition to the academic indicators described in Section 1111 for the uses described in that Section.

FVSD is committed to provide a high quality rigorous instructional program based on the Common Core State Standards. District identified assessments are utilized at all grade levels to measure progress and ensure a timely instructional response before the State summative Smarter Balanced assessments in the spring. DIBELS Next serves as the universal reading screener for all kindergarten through third grade students and Scholastic Reading Inventory is the assessment used for fourth through sixth grade students. In addition, all students in kindergarten through eighth grade take district created writing benchmarks and interim Common Core aligned English language arts and math assessments that are formatted similar to Smarter Balanced assessments. District identified assessment results are maintained in *Illuminate Education* in order to make data analysis readily available for teachers and principals.

Performance Goal 1

All students will meet high standards in reading and mathematics as measured by State and local assessments.

Planned Improvement in Student Performance in Reading

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards:				
a) Analyze student achievement data to determine areas of need and provide an appropriate instructional response	a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing	a) <i>Illuminate Education School Loop</i> Teacher release time	a) \$31,800 \$34,000	a) LCFF Title I – Program Improvement
b) Principals/teachers will be trained to provide a Multi-Tiered System of Supports for struggling students	b) Director, Support Services; Principals, Teachers: Ongoing	b) Professional Development	b) \$14,000 \$15,000	b) LCFF Title I
c) Formative District assessments will be administered to measure progress on the Common Core State Standards for English Language Arts	c) Teachers: Ongoing	c) Duplication	c) \$10,000	c) LCFF
d) As they become available, English language arts textbooks and supplemental materials aligned to the Common Core State Standards will be adopted and utilized	d) Board of Trustees; Principals; Teachers: 2015-2016 & Ongoing	d) Instructional materials Professional Development	d) \$750,000	d) Lottery & CCSS
e) Professional development will be provided to ensure student success with the Common Core State Standards	e) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing	e) Professional Development	e) \$175,000	e) LCFF

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
f) IEP objectives will be aligned to the Common Core State Standards	f) Director, Support Services; Principals, Teachers: Ongoing	f) Professional Development	f) \$175,000	f) LCFF
<p>2. Use of standards-aligned instructional materials and strategies:</p> <p>a) As they become available, English language arts textbooks and supplemental materials aligned to the Common Core State Standards will be adopted and utilized</p> <p>b) Utilize <i>Core Phonics Survey</i> (Kinder), <i>DIBELS Next</i> (K-5), and <i>Scholastic Reading Inventory</i> (4-6) to monitor student achievement in reading.</p> <p>c) All students will have access to a school library program that supports the development of reading and research skills</p>	<p>a) Board of Trustees: Teachers: 2015-2016</p> <p>b) Director, Assessment & Accountability; Principals, Teachers: Ongoing</p> <p>c) Asst. Superintendent, Instruction; Library Media Technicians: Ongoing</p>	<p>a) Instructional materials Professional Development</p> <p>b) <i>Scholastic Reading Inventory</i></p> <p>c) Salaries/benefits Instructional materials</p>	<p>a) \$750,000</p> <p>b) \$25,000</p> <p>c) \$184,000</p>	<p>a) Lottery & CCSS</p> <p>b) LCFF</p> <p>c) LCFF</p>
<p>3. Extended learning time:</p> <p>a) Homework Club will be offered at various schools</p> <p>b) Extended day programs for English learners (ELs) will be offered at identified schools to develop English language proficiency, reading, and writing</p> <p>c) Middle schools will provide intervention during electives</p>	<p>a-c) Principals, Teachers: Ongoing</p>	<p>a) Teacher stipends</p> <p>b) Teacher stipends/hourly rates</p> <p>c) Teacher salaries</p>	<p>a & c) \$125,000</p> <p>b) \$35,000</p>	<p>a & c) LCFF</p> <p>b) Title III</p>
<p>4. Increased access to technology:</p> <p>a) Identify online resources to support Common Core State Standards aligned instruction</p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support</p>	<p>a) Online resources</p>	<p>a) No specific budget, may be purchased with supplemental instructional materials funds</p>	<p>a) N/A</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>b) Use appropriate online applications to support student achievement on the Common Core State Standards</p> <p>c) Parents will have access to student information through an online portal</p> <p>d) Students and teachers will have access to technology tools in the classroom</p>	<p>Services; Principals, Teachers: Ongoing</p> <p>b) Principals, Teachers: Ongoing</p> <p>c) Director, Assessment & Accountability, IT Supervisor, Principals; Teachers: Ongoing</p> <p>d) Director, Assessment & Accountability, IT Supervisor, Principals: Ongoing</p>	<p>b) Google Apps School identified applications</p> <p>c) <i>School Loop</i> <i>Illuminate</i> <i>Aeries</i></p> <p>d) Classroom technology Staff & student devices IT staff salaries/benefits Site Technology Coordinator stipends</p>	<p>b) \$0</p> <p>c) \$41,800</p> <p>d) \$661,793</p>	<p>b) N/A</p> <p>c) LCFF</p> <p>d) LCFF</p>
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>a) Professional development activities will support student achievement in the Common Core State Standards</p> <p>b) Teachers will be provided with release time to observe instruction that effectively supports student achievement in the Common Core State Standards</p> <p>c) District-wide writing benchmarks are scored with anchor papers and rubrics aligned to the Common Core State Standards</p> <p>d) Teachers will be provided with time to score and analyze District interim assessments in ELA and writing</p> <p>e) Teachers will have access to a student data warehouse that will enable them to analyze performance and monitor student</p>	<p>a & b) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>c & d) Principals; Teachers: Ongoing</p> <p>e) Director, Assessment & Accountability;</p>	<p>a) Professional Development</p> <p>b) Teacher release time</p> <p>c & d) Teacher release time</p> <p>e) <i>Illuminate Education</i> <i>School Loop</i></p>	<p>a & b) \$175,000</p> <p>c & d) \$34,000</p> <p>e) \$31,800</p>	<p>a & b) LCFF</p> <p>c) Title I – Program Improvement</p> <p>e) LCFF</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
achievement	Principals, Teachers: Ongoing			
<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <p>a) District notification of parents on student’s State and District assessment results including directions to interpret the results</p> <p>b) Student achievement data is reviewed with stakeholder groups at both the District and site levels</p> <p>c) Grade level expectations and Common Core State Standards will be discussed at Back to School Nights</p> <p>d) Each school will maintain a Site Council (SSC) with staff, parent, and community representation. Each SSC will receive updates and reports on student assessment and achievement results. The SSC will provide input into ways to increase student achievement</p> <p>e) Parent conferences will be held to discuss achievement and “at-risk” status</p> <p>f) Schools will make available paper copies of the School Accountability Report Card (SARC) and the District will post SARCs on school and District web sites</p> <p>g) Newsletters and principals’ communication are provided to parents from the site</p>	<p>a) Asst. Superintendent, Instruction: Annually</p> <p>b) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>c) Principals; Teachers: Annually</p> <p>d) Principals: Ongoing</p> <p>e) Principals; Teachers: Bi-annually</p> <p>f) Director, Assessment & Accountability; Principals: Ongoing</p> <p>g) Principals; Teachers: Ongoing</p>	<p>a) None</p> <p>b) None</p> <p>c) None</p> <p>d) None</p> <p>e) None</p> <p>f) None</p> <p>g) None</p>	<p>a) \$0</p> <p>b) \$0</p> <p>c) \$0</p> <p>d) \$0</p> <p>e) \$0</p> <p>f) \$0</p> <p>g) \$0</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) N/A</p> <p>d) N/A</p> <p>e) N/A</p> <p>f) N/A</p> <p>g) N/A</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>h) District parent advisory committees provide input and serve as a communication link to the community</p> <p>i) Student Success Teams meet to discuss strengths and needs to provide timely intervention through a Multi-Tier System of Supports</p>	<p>h) Superintendent; Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services: Ongoing</p> <p>i) Director, Support Services; Principals; Teachers: Ongoing</p>	<p>h) None</p> <p>i) Teacher stipends</p>	<p>h) \$0</p> <p>i) \$10,000</p>	<p>h) N/A</p> <p>i) LCFF</p>
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <p>a) School Readiness Initiative Preschool/Kindergarten articulation meetings are held on a regular basis</p> <p>b) Middle school orientation is held in the spring and registration is held in the fall</p> <p>c) Transition IEP meetings are held for students transitioning from preschool to kindergarten, elementary to middle school, and middle school to high school</p>	<p>a) Asst. Superintendent, Instruction; Director, Child Care & Recreation Programs; Teachers: Ongoing</p> <p>b) Asst. Superintendent, Instruction; Principals; Teachers: Ongoing</p> <p>c) Director, Support Services; Teachers: Ongoing</p>	<p>a) Substitutes</p> <p>b) None</p> <p>c) None</p>	<p>a) 3,000</p> <p>b) \$0</p> <p>c) \$0</p>	<p>a) Child Development Programs</p> <p>b) N/A</p> <p>c) N/A</p>
<p>8. Monitoring program effectiveness:</p> <p>a) Administration of Smarter Balanced assessments</p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment &</p>	<p>a) Technology Technology preparation Staff training</p>	<p>a) Expenses included with other activities</p>	<p>a) N/A</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>b) Administration of District identified assessments including, Interim assessment in ELA and writing, Core Phonics Survey, <i>DIBELS Next</i>, <i>Scholastic Reading Inventory (SRI)</i></p> <p>c) Single Plan for Student Achievement</p> <p>d) Local Control Accountability Plan</p> <p>e) Program Effectiveness</p>	<p>Accountability; Director, Support Services; Principals, Teachers: Annually</p> <p>b) Director, Assessment & Accountability; Principals, Teachers: Ongoing</p> <p>c) Director, Assessment & Accountability; Principals, Teachers: Annually</p> <p>d) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Members of the LCAP Leadership Team: Annually</p> <p>e) Director, Assessment & Accountability: Annually</p>	<p>b) Duplication <i>Scholastic Reading Inventory</i></p> <p>c) None</p> <p>d) None</p> <p>e) None</p>	<p>b) \$10,000 \$25,000</p> <p>c) \$0</p> <p>d) \$0</p> <p>e) \$0</p>	<p>b) LCFF</p> <p>c) N/A</p> <p>d) N/A</p> <p>e) N/A</p>
<p>9. Targeting services and programs to lowest-performing student groups:</p> <p>a) Before, during, and after school intervention is offered to students at identified schools</p> <p>b) A Reading Specialist is assigned to work with struggling readers at the Title I middle school</p>	<p>a) Director, Assessment & Accountability; Principals; Teachers: Ongoing</p> <p>b) Principal; Teacher: Ongoing</p>	<p>a) Teacher stipends/hourly rates</p> <p>b) Teacher salary</p>	<p>a) \$125,000 \$35,000</p> <p>b) \$65,000</p>	<p>a) LCFF Title III</p> <p>b) Title I</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
c) Struggling students are supported at the Title I middle school by the Intervention Specialist	c) Principal; Teachers: Ongoing	c) Teacher salary	c) \$15,000	c) Title I
d) The <i>Read 180</i> intervention program is used to support special education and other high needs students at Fulton Middle School	d) Principal; Teachers: Ongoing	d) <i>Read 180</i>	d) \$900	d) IDEA
10. Any additional services tied to student academic needs: a) Co-teaching model is utilized at all three middle schools and being piloted at the elementary level b) Teachers are receiving training in Universal Design for Learning to support inclusive schooling	a) Director, Support Services; Principals; Teachers: Ongoing b) Director, Support Services; Principals; Teachers: Ongoing	a) Teacher salaries b) Professional Development	a & b) \$141,000	a & b) LCFF

Continued Performance Goal 1

All students will meet high standards in reading and mathematics as measured by State and local assessments.

Planned Improvement in Student Performance in Mathematics

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
1. Alignment of instruction with content standards:				
a) Analyze student achievement data to determine areas of need and provide an appropriate instructional response	a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing	a) <i>Illuminate Education School Loop</i> Teacher release time	a) \$31,800 \$34,000	a) LCFF Title I – Program Improvement
b) Principals/teachers will be trained to provide a Multi-Tiered System of Supports for struggling students	b) Director, Support Services; Principals, Teachers: Ongoing	b) Professional Development	b) \$14,000 \$15,000	b) LCFF Title I
c) Formative District assessments will be administered to measure progress on the Common Core State Standards for Mathematics	c) Teachers: Ongoing	c) Duplication	c) \$10,000	c) LCFF
d) Utilize textbooks, supplemental materials, and instructional strategies aligned to the Common Core State Standards in Mathematics	d) Principals; Teachers: Ongoing	d) Lost/damaged materials replacement	d) \$10,000	d) Lottery
e) Professional development will be provided to ensure student success with the Common Core State Standards	e) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing	e) Professional Development	e) \$175,000	e) LCFF

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
f) IEP objectives will be aligned to the Common Core State Standards	f) Director, Support Services; Principals, Teachers: Ongoing	f) Professional Development	f) \$175,000	f) LCFF
<p>2. Use of standards-aligned instructional materials and strategies:</p> <p>a) Implement materials aligned to the Common Core State Standards</p> <p>b) Utilize Interim Assessments available through the Smarter Balanced Assessment Consortium</p> <p>c) Expand the use of Cognitive Guided Instruction (K-5)</p> <p>d) Incorporate the Standards of Mathematical Practice (K-8)</p>	<p>a) Principals; Teachers: 2015-2016</p> <p>b) Asst. Superintendent, instruction; Director, Assessment & Accountability; Principals, Teachers: Ongoing</p> <p>c) Asst. Superintendent, instruction; Director, Assessment & Accountability; Principals, Teachers: Ongoing</p> <p>d) Principals; Teachers: Ongoing</p>	<p>a) None</p> <p>b) Professional Development</p> <p>c) Professional Development</p> <p>d) None</p>	<p>a) N/A</p> <p>b) \$0</p> <p>c) \$175,000</p> <p>d) \$0</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) LCFF</p> <p>d) N/A</p>
<p>3. Extended learning time:</p> <p>a) Homework Club will be offered at various schools</p> <p>b) Middle schools will provide intervention during electives</p>	a & b) Principals, Teachers: Ongoing	<p>a) Teacher stipends</p> <p>b) Teacher salaries</p>	a & b) \$125,000	a & b) LCFF

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>4. Increased access to technology:</p> <p>a) Identify online resources to support Common Core State Standards aligned instruction</p> <p>b) Use appropriate online applications to support student achievement on the Common Core State Standards</p> <p>c) Parents will have access to student information through an online portal</p> <p>d) Students and teachers will have access to technology tools in the classroom</p> <p>e) Elementary students and Title I middle schools students will have access to <i>ST Math</i></p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>b) Principals, Teachers: Ongoing</p> <p>c) Director, Assessment & Accountability, IT Supervisor, Principals; Teachers: Ongoing</p> <p>d) Director, Assessment & Accountability, IT Supervisor, Principals: Ongoing</p> <p>e) Director, Assessment & Accountability, IT Supervisor, Principals; Teachers: Ongoing</p>	<p>a) Online resources</p> <p>b) Google Apps School identified applications</p> <p>c) <i>School Loop Illuminate Aeries</i></p> <p>d) Classroom technology Staff & student devices IT staff salaries/benefits Site Technology Coordinator stipends</p> <p>e) <i>ST Math</i></p>	<p>a) No specific budget, may be purchased with supplemental instructional materials funds</p> <p>b) \$0</p> <p>c) \$41,800</p> <p>d) \$661,793</p> <p>e) \$14,000 \$12,000</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) LCFF</p> <p>d) LCFF</p> <p>e) LCFF Title I</p>
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>a) Professional development activities will support student achievement in the Common Core State Standards</p>	<p>a & b) Asst. Superintendent, Instruction; Director, Assessment &</p>	<p>a) Professional Development</p>	<p>a & b) \$175,000</p>	<p>a & b) LCFF</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>b) Teachers will be provided with release time to observe instruction that effectively supports student achievement in the Common Core State Standards</p> <p>c) Teachers will be provided with time to score and analyze District interim assessments in math</p> <p>d) Teachers will have access to a student data warehouse that will enable them to analyze performance and monitor student achievement</p>	<p>Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>c) Principals; Teachers: Ongoing</p> <p>d) Director, Assessment & Accountability; Principals, Teachers: Ongoing</p>	<p>b) Teacher release time</p> <p>c) Teacher release time</p> <p>d) <i>Illuminate Education School Loop</i></p>	<p>c) \$34,000</p> <p>d) \$31,800</p>	<p>c) Title I – Program Improvement</p> <p>d) LCFF</p>
<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <p>a) District notification of parents on student’s State and District assessment results including directions to interpret the results</p> <p>b) Student achievement data is reviewed with stakeholder groups at both the District and site levels</p> <p>c) Grade level expectations and Common Core State Standards will be discussed at Back to School Nights</p> <p>d) Each school will maintain a Site Council (SSC) with staff, parent, and community representation. Each SSC will receive updates and reports on student assessment and achievement results. The SSC will provide input into ways to increase student achievement</p>	<p>a) Asst. Superintendent, Instruction: Annually</p> <p>b) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>c) Principals; Teachers: Annually</p> <p>d) Principals: Ongoing</p>	<p>a) None</p> <p>b) None</p> <p>c) None</p> <p>d) None</p>	<p>a) \$0</p> <p>b) \$0</p> <p>c) \$0</p> <p>d) \$0</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) N/A</p> <p>d) N/A</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>e) Parent conferences will be held to discuss achievement and “at-risk” status</p> <p>f) Schools will make available paper copies of the School Accountability Report Card (SARC) and the District will post SARCs on school and District web sites</p> <p>g) Newsletters and principals’ communication are provided to parents from the site</p> <p>h) District parent advisory committees provide input and serve as a communication link to the community</p> <p>i) Student Success Teams meet to discuss strengths and needs to provide timely intervention through a Multi-Tier System of Supports</p>	<p>e) Principals; Teachers: Bi-annually</p> <p>f) Director, Assessment & Accountability; Principals: Ongoing</p> <p>g) Principals; Teachers: Ongoing</p> <p>h) Superintendent; Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services: Ongoing</p> <p>i) Director, Support Services; Principals; Teachers: Ongoing</p>	<p>e) None</p> <p>f) None</p> <p>g) None</p> <p>h) None</p> <p>i) Teacher stipends</p>	<p>e) \$0</p> <p>f) \$0</p> <p>g) \$0</p> <p>h) \$0</p> <p>i) \$10,000</p>	<p>e) N/A</p> <p>f) N/A</p> <p>g) N/A</p> <p>h) N/A</p> <p>i) LCFF</p>
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <p>a) School Readiness Initiative Preschool/Kindergarten articulation meetings are held on a regular basis</p> <p>b) Middle school orientation is held in the spring and registration is held in the fall</p>	<p>a) Asst. Superintendent, Instruction; Director, Child Care & Recreation Programs; Teachers: Ongoing</p> <p>b) Asst. Superintendent, Instruction; Principals; Teachers: Ongoing</p>	<p>a) Substitutes</p> <p>b) None</p>	<p>a) 3,000</p> <p>b) \$0</p>	<p>a) Child Development Programs</p> <p>b) N/A</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
c) Transition IEP meetings are held for students transitioning from preschool to kindergarten, elementary to middle school, and middle school to high school	c) Director, Support Services; Teachers: Ongoing	c) None	c) \$0	c) N/A
<p>8. Monitoring program effectiveness:</p> <p>a) Administration of Smarter Balanced assessments</p> <p>b) Administration of Interim assessment from the Smarter Balanced Assessment Consortium</p> <p>c) Single Plan for Student Achievement</p> <p>d) Local Control Accountability Plan</p> <p>e) Program Effectiveness</p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Annually</p> <p>b) Director, Assessment & Accountability; Principals, Teachers: Ongoing</p> <p>c) Director, Assessment & Accountability; Principals, Teachers: Annually</p> <p>d) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Members of the LCAP Leadership Team: Annually</p> <p>e) Director, Assessment & Accountability: Annually</p>	<p>a) Technology Technology preparation Staff training</p> <p>b) None</p> <p>c) None</p> <p>d) None</p> <p>e) None</p>	<p>a) Expenses included with other activities</p> <p>b) \$0</p> <p>c) \$0</p> <p>d) \$0</p> <p>e) \$0</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) N/A</p> <p>d) N/A</p> <p>e) N/A</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>9. Targeting services and programs to lowest-performing student groups:</p> <p>a) Before, during, and after school intervention is offered to students at identified schools</p> <p>b) Struggling students are supported at the Title I middle school by the Intervention Specialist.</p>	<p>a) Director, Assessment & Accountability; Principals; Teachers: Ongoing</p> <p>b) Principal; Teacher: Ongoing</p>	<p>a) Teacher stipends/hourly rates</p> <p>b) Teacher salary</p>	<p>a) \$125,000</p> <p>b) \$15,000</p>	<p>a) LCFF</p> <p>b) Title I</p>
<p>10. Any additional services tied to student academic needs:</p> <p>a) Co-teaching model is utilized at all three middle schools and being piloted at the elementary level</p> <p>b) Teachers are receiving training in Universal Design for Learning to support inclusive schooling</p>	<p>a) Director, Support Services; Principals; Teachers: Ongoing</p> <p>b) Director, Support Services; Principals; Teachers: Ongoing</p>	<p>a) Teacher salaries</p> <p>b) Professional Development</p>	<p>a & b) \$141,000</p>	<p>a & b) LCFF</p>

Performance Goal 2:

All English learners (ELs) will become proficient in English and meet high standards in reading and mathematics as measured by State and local assessments.

Planned Improvement in Programs for LEP Students and Immigrants (Title III)

(Summarize information from district-operated programs and approved school-level plans)

	Description of how the LEA is meeting or plans to meet this requirement.
<p align="center" style="writing-mode: vertical-rl; transform: rotate(180deg);">Required Activities</p> <p>1. (Per Sec. 3116(b) of NCLB, this Plan must include the following:</p> <p>a. Describe the programs and activities to be developed, implemented, and administered under the subgrant;</p> <p>b. Describe how the LEA will use the subgrant funds to meet all annual measurable achievement objectives described in Section 3122;</p> <p>c. Describe how the LEA will hold elementary and secondary schools receiving funds under this subpart accountable for:</p> <ul style="list-style-type: none"> ▪ meeting the annual measurable achievement objectives described in Section 3122; 	<p>a. FVSD provides two main programs for English learners (ELs). Both incorporate daily English Language Development (ELD) to support students’ development of English proficiency and Specially Designed Academic Instruction in English (SDAIE) strategies to help students master content knowledge and grade level specific Common Core State Standards.</p> <p><u>Structured English Immersion (SEI)</u> Students who score at the Beginning or Early Intermediate levels generally demonstrate less than reasonable fluency in English and participate in the SEI program. The majority of instruction is provided in English however, primary language support is provided by bilingual teachers, paraprofessionals, cross-age tutors, and peers when feasible. The presentation of content is scaffolded to support.</p> <p><u>English Mainstream Program (EMP)</u> Students who score at the Intermediate, Early Advanced, and Advanced levels generally demonstrate reasonable fluency and participate in EMP. This model provides instruction only in English with additional support as needed to ensure full access to the core curriculum. Daily ELD is required. Content instruction is taught using SDAIE strategies. EMP is typically in place until ELs are reclassified as Fluent English Proficient (FEP).</p> <p>b. Title III funds will be used to provide:</p> <ul style="list-style-type: none"> ✓ Additional bilingual staff to support ELs at the middle school level ✓ Primary language support for newcomers who demonstrate little to no English skills ✓ Beyond the school day instruction for students at the elementary level ✓ Supplemental instructional materials to support ELD and the Common Core State Standards ✓ Training for teachers and paraprofessionals in research-based strategies to support the achievement of ELs <p>All expenditures funded through Title III will be used to support ELs in becoming proficient in English and meet grade level academic achievement in other content areas. Additionally, funds will be used to ensure students continue to meet Annual Measurable Achievement Objectives (AMAOs).</p> <p>c. All students, including ELs, participate in state mandated assessments. The results from the assessments are used to guide instruction and are reported to the Board of Trustees, District staff, School Site Councils (SSCs), English Learner Advisory Committees (ELACs), and the District English Learner Advisory Committee (DELAC). The results are publically available in the School Accountability Report Cards (SARCs) and each school’s Single Plan for Student Achievement (SPSAs), both of which are accessible on district and school websites. They are also one measure used in the annual Program Effectiveness evaluation.</p>

	Description of how the LEA is meeting or plans to meet this requirement.
<p style="text-align: center; transform: rotate(-90deg);">Required Activities</p> <ul style="list-style-type: none"> ▪ making adequate yearly progress for limited-English-proficient students (Section 1111(b)(2)(B); ▪ annually measuring the English proficiency of LEP students so that the students served develop English proficiency while meeting State Academic standards and student achievement (Section 1111(b)(1); <p>d. Describe how the LEA will promote parental and community participation in LEP programs.</p> <p>2. Describe how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c). The effectiveness of the LEP programs will be determined by the increase in:</p> <ul style="list-style-type: none"> ▪ English proficiency; and Academic achievement in the core academic subjects <p>3. Provide high quality professional development for classroom teachers, principals, administrators, and other school or community based</p>	<p>FVSD has historically exceeded the targets outlined in AMAO 1 and 2. For the first time in 2013/14 AMAO 3 was not met. However, due to the transition from the Standardized Testing and Reporting (STAR) program to Smarter Balanced the Year 1 status was frozen until the 2014/15 school year when adequate yearly progress for all students, including ELs, will once again be determined. AMAO 1 and 2, which are based on the California English Language Development Test (CELDT) measure students' progress towards full English proficiency. In an effort to support English acquisition, test results are hand scored so that unofficial scores may be provided to teachers in a timely manner. The results are used to guide instruction, influence EL program placement, and identify participants for the EL before/after school program. AMAOs are closely monitored and continued success meeting the targets is a priority.</p> <p>d. FVSD invites parents of ELs to serve on the DELAC and LCAP Leadership Team. Trainings are provided to promote full participation. Each school has an EL Site Coordinator who works with site administrators to ensure ELs are represented on SSCs and/or ELACs. In addition to the Vietnamese Community Liaison and Bilingual Testing Technician, primary language support in Arabic, French, Korean, Spanish, and Vietnamese is available on various school sites. Sites who are mandated, translate home communication into Vietnamese. When interpretation/translation needs arise and there is no one on site who speaks the language, a paraprofessional is deployed whenever feasible.</p> <p>The district adopted English language arts programs for grades K-5 and grades 6-8 are utilized for all students, including ELs, and provide high quality language instruction. ELD instruction involves the district-adopted programs <i>Avenues</i> (K-5) and <i>Visions</i> (6-8). In K-5 ELs also have access to the supplemental ELD component in the Houghton-Mifflin program <i>Medallions</i>. At the middle school level there are two supplemental EL programs <i>English 3D</i> for long-term ELs (LTELs) and <i>Inside</i> for students who participate in the EL cluster at Masuda. Beginning in the 2015/16 school year, all students in grades 3-8 will receive academic language instruction through implementation of the <i>Academic Vocabulary</i> Toolkit by Dr. Kate Kinsella. Furthermore, in the 2015/16 school year one elementary school will pilot <i>Pathways to Proficiency</i> the EL supplement to the district wide <i>Thinking Maps</i> program. Additional resources and services, including professional development, supplemental instructional materials, and extended day learning opportunities, are targeted to provide high quality language instruction based on scientific research to ELs.</p> <p>FVSD is committed to identifying, serving, and monitoring the progress of ELs. FVSD's goal is that every EL should be reclassified as RFEP within five years of enrollment in FVSD schools. The effectiveness of our program is measured by:</p> <ul style="list-style-type: none"> ✓ The percentage of ELs who demonstrate annual progress (AMAO 1) ✓ The percentage of ELs who demonstrate English proficiency (AMAO 2) ✓ The percentage of ELs who reclassify to RFEP ✓ The percentage of ELs and RFEPs who meet grade level standards (as measured by district common assessments) <p>The district ensures all teachers hold appropriate California Commission on Teacher Credentialing (CCTC) certification (e.g., CLAD, AP 1059, SB 1969/395) related to the instruction of ELs.</p> <p>All staff members participate in ongoing and sustained professional development on the</p>

		Description of how the LEA is meeting or plans to meet this requirement.	
Required Activities	<p>personnel.</p> <p>a. designed to improve the instruction and assessment of LEP children;</p> <p>b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited-English-proficient students;</p> <p>c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children’s English proficiency or substantially increasing the teachers’ subject matter knowledge, teaching knowledge, and teaching skills;</p> <p>d. long term effect will result in positive and lasting impact on teacher performance in the classroom.</p>	<p>Common Core State Standards and research-based instructional strategies that are inclusive and meet the needs of all students, including ELs.</p> <p>In the 2015/16 school year, all site administrators will participate in training on the new State Board of Education adopted English Language Arts/English Language Development Framework.</p>	
	4. Upgrade program objectives and effective instruction strategies.	<p>Yes or No Yes</p>	<p>If yes, describe: The Master Plan for English Learners is updated periodically to include revised and refined objectives.</p>
5. Provide – a. tutorials and academic or vocational education for LEP students; and b. intensified instruction.	<p>Yes or No Yes</p>	<p>If yes, describe: During the school day to meet the needs of ELs, all K-5 teachers utilize individualized intensive teaching through small group, differentiated instruction. In addition, identified ELs continue to be provided the opportunity to participate in the before/after school intervention program targeted at improving English proficiency, reading, and writing to ensure each student meets the criteria for reclassification.</p> <p>Masuda Middle School provides the district newcomer and sheltered EL programs. Support includes bilingual paraprofessionals (Arabic, Chinese, Korean, Vietnamese), supplemental instructional materials, and technology.</p>	
6. Develop and implement programs that are coordinated with other relevant programs and services.	<p>Yes or No Yes</p>	<p>If yes, describe: ELs receive coordinated instructional services, supplemental materials, and technology through Title I, Title III, and/or LCFF.</p>	

		Description of how the LEA is meeting or plans to meet this requirement.	
	7. Improve the English proficiency and academic achievement of LEP children.	Yes or No Yes	If yes, describe: All ELs have equal access to district adopted core materials in ELA and Math. They also have access to supplemental materials and resources. At the elementary level, teaching is individualized through small group, differentiated instruction.
	8. Provide community participation programs, family literacy services, and parent outreach and training activities to LEP children and their families – <ul style="list-style-type: none"> ▪ To improve English language skills of LEP children; and ▪ To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children. 	Yes or No Yes	If yes, describe: The DELAC and school site ELACs provide parents of ELs opportunities to receive training, provide input, and review student achievement results. In addition, schools provide parent meetings and trainings on a variety of topics throughout the school year. At the district level, the Community Volunteer Academy provides four parent workshops annual and the District’s Early Learning Specialist provides workshops to support parents as their children transition into kindergarten. A Community Liaison provides outreach to the Vietnamese speaking community. The Boys and Girls Club of Huntington Valley provides English classes for parents, tutoring for school age children, and childcare for infants and preschool age children through the Twilight Program, a community collaborative.
	9. Improve the instruction of LEP children by providing for – <ul style="list-style-type: none"> ▪ The acquisition or development of educational technology or instructional materials ▪ Access to, and participation in, electronic networks for materials, training, and communication; and ▪ Incorporation of the above resources into curricula and programs. 	Yes or No Yes	If yes, describe: Students including ELs have access to educational technology including school computer labs, Chromebook carts, iPads, SmartBoards, student response systems, Google Apps, <i>ST Math</i> , <i>Scholastic Reading Inventory</i> , and/or a variety of school specific hardware and web services.
	10. Other activities consistent with Title III.	Yes or No Yes	If yes, describe: The District recently engaged in targeted telephone interviews of the parents of historically underrepresented students, including ELs. In addition, all parents of ELs annually have the opportunity to participate in an anonymous survey.

Plans to Notify and Involve Parents of Limited-English-Proficient Students

<p>Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.</p>	<p>Description of how the LEA is meeting or plans to meet this requirement.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Required Activity</p> <ol style="list-style-type: none"> 1. LEA informs the parent/s of an LEP student of each of the following (per Sec. 3302 of NCLB): <ol style="list-style-type: none"> a) the reasons for the identification of their child as LEP and in need of placement in a language instruction educational program; b) the child’s level of English proficiency, how such level was assessed, and the status of the student’s academic achievement; c) the method of instruction used in the program in which their child is or will be, participating, and the methods of instruction used in other available, programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction; d) how the program in which their child is, or will be participating will meet the educational strengths and needs of the child; e) how such program will specifically help their child learn English, and meet age appropriate academic achievement standards for grade promotion and graduation; f) the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school for such program if funds under this title are used for children in secondary schools; 	<p>1a-b) The CELDT is administered within 30 days of enrollment to students whose parents/guardians have included answers other than English on the Home Language Survey questions. Parents are notified in writing of CELDT results and recommended program placement in writing in a language they can understand. ELs who score at the beginning to early intermediate levels on CELDT are placed in SEI. ELs with reasonable fluency, scoring at the intermediate to advanced levels, are placed in ELM. All ELs receive appropriate instruction to prepare them for reclassification. With the notification of test results and recommended placement, parents are also informed of their right to request an alternative program or different placement.</p> <p>c) The written notification of results and recommended placement include a description of both SEI and ELM, including the content and instructional goals. Classroom teachers deliver instruction in English. A bilingual paraprofessional may use the primary language of a student for preview/review and clarification of content.</p> <p>d) CELDT results reported to parents include levels for reading, writing, listening, and speaking, as well as overall proficiency, in order to identify strengths and needs for each child. These levels are used in program placement decisions. These results are also shared with the student’s teacher(s) for use in instructional planning.</p> <p>e) The descriptions of SEI and ELM are explained in the Fountain Valley School District English Learner Master Plan. They include how these programs use ELD and SDAIE to help children learn English and meet the Common Core State Standards.</p> <p>f) Parents are also provided written criteria for reclassification exit from the program.</p>

Parents of Limited-English-Proficient students must be notified: The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.		Description of how the LEA is meeting or plans to meet this requirement.
Required Activity	<ul style="list-style-type: none"> g) in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child; h) information pertaining to parental rights that includes written guidance detailing – <ul style="list-style-type: none"> i. the right that parents have to have their child immediately removed from such program upon their request; and ii. the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; iii. the LEA assists parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the LEA. 	<p>g) For ELs with identified disabilities requiring special education services, CELDT performance levels in reading, writing, listening, and speaking are considered in the development of the Individualized Educational Program (IEP). IEP objectives include linguistically appropriate language goals and core content objectives.</p> <p>h) The written notification of CELDT results and recommended placement includes notification that parents can remove their child from the program upon request; describes programs offered by the District and explains that parents can request another available program; and encourages parents to seek additional information and assistance from District staff regarding program selection.</p>
<p>Note: Notifications must be provided to parents of students enrolled since the previous school year: not later than 30 days after the beginning of the school year. If students enroll after the beginning of the school year, parents must be notified within two weeks of the child being placed in such a program.</p>		<p>Parents of enrolling English learners are notified immediately of all preliminary assessment results and program placement options during the initial parent interview process. Within the first 30 days of the school year, parents of all students who continue in SEI and ELM are provided with a notification of their child’s participation in an EL program.</p>
<p>LEA Parent Notification Failure to Make Progress If the LEA fails to make progress on the annual measurable achievement objectives it will inform parents of a child identified for participation in such program, or participation in such program, of such failure not later than 30 days after such failure occurs.</p>		<p>Each year, as current CELDT student data is made available to the District, parents will be notified in writing if their child did not meet adequate yearly progress. Parents will be encouraged to attend a parent conference regarding their child’s achievement. Parents will also be notified in writing within 30 days if the District did not meet the annual measurable achievement objectives as dictated by the State. EL parent advisory committees review site and District data.</p>

Plans to Provide Services for Immigrants

<p><u>I</u>F the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).</p>	<p>Description of how the LEA is meeting or plans to meet this requirement.</p>		
	<p>1. Family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children:</p>	<p>Yes or No Yes</p>	<p>If yes, describe: The same EL program and services are available for immigrant students.</p>
	<p>2. Support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth:</p>	<p>Yes or No Yes</p>	<p>If yes, describe: The same EL program and services are available for immigrant students. Additionally, a bilingual paraprofessional is provided for approximately the first six weeks to provide support for immigrant students when requested and feasible.</p>
	<p>3. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;</p>	<p>Yes or No No</p>	<p>If yes, describe:</p>
	<p>4. Identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds:</p>	<p>Yes or No Yes</p>	<p>If yes, describe: The same EL program and services are available for immigrant students.</p>
	<p>5. Basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services:</p>	<p>Yes or No No</p>	<p>If yes, describe:</p>
	<p>6. Other instruction services designed to assist immigrant children and youth to achieve in elementary and secondary schools in the USA, such as programs of introduction to the educational system and civics education:</p>	<p>Yes or No Yes</p>	<p>If yes, describe: The same EL program and services are available for immigrant students, including the middle school newcomer program.</p>
	<p>7. Activities coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services:</p>	<p>Yes or No No</p>	<p>If yes, describe:</p>

Performance Goal 3
All students will be taught by highly qualified teachers.

Summary of Needs and Strengths for Professional Development

Based on a needs assessment of teacher data for your district, include a narrative that describes areas of needed professional development and areas where adequate professional development opportunities exist.

[Description of activities under Title II, Part A, Subpart 1, Grants to LEA]

STRENGTHS	NEEDS
<ul style="list-style-type: none"> ✓ Ongoing professional development aligned with the Common Core State Standards ✓ Training to support implementation of the newly adopted district math curriculum ✓ Professional development to increase effective implementation of district signature practices including, small group, differentiated instruction, student centered collaborative conversations, Cognitively Guided Instruction, and <i>Thinking Maps</i> ✓ Professional development geared to address the needs of ELs, students with disabilities, and other high needs student populations (Co-teaching, Universal Design for Learning, Academic Vocabulary) ✓ Release time for teachers to participate in classroom and site visits based on the needs of the school grade level teams ✓ Release time for teachers to score and analyze student achievement on district interim assessments ✓ Training of Trainers model to provide professional development and support on the effective use of Aeries for gradebook, report card, parent portal (pilot program) ✓ School specific professional development 	<ul style="list-style-type: none"> ✓ Training on the Smarter Balanced Assessment Consortium services including the Digital Library and interim assessments ✓ Training on the interpretation of Smarter Balanced assessment results ✓ Professional development on new curriculum as it becomes adopted ✓ Professional development on the use of a Learning Management System

Continued Performance Goal 3
All students will be taught by highly qualified teachers.

Planned Improvements for Professional Development (Title II)

(Summarize information from district-operated programs and approved school-level plans)

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>1. How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:</p> <p>a) The district's Staff Development Committee evaluates and identifies needs for professional development</p> <p>b) Annually the district surveys the teachers to measure progress on district signature practices, implementation of the Common Core State Standards, and utilization of technology</p> <p>c) The District's Common Core Steering Committee, comprised of grade level and school representatives, ensures alignment of professional development activities to Common Core aligned curricula</p> <p>d) District professional development activities focus on implementation of Common Core State Standards, aligned instructional materials, district signature practices, and 21st century technologies</p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability, Teachers: Annually</p> <p>b) Director, Assessment & Accountability, Principals; Teachers: Annually</p> <p>c) Asst. Superintendent, Instruction; Director, Assessment & Accountability, Teachers: Ongoing</p> <p>d) Asst. Superintendent, Instruction; Director, Assessment &</p>	<p>a) None</p> <p>b) None</p> <p>c) Substitutes Teacher stipends</p> <p>d) None</p>	<p>a) \$0</p> <p>b) None</p> <p>c) \$10,500</p> <p>d) \$0</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) LCFF</p> <p>d) N/A</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>e) District Assessment student achievement data will be analyzed for staff development needs</p> <p>f) Beginning with the 2015/16 school year, Smarter Balanced assessment results will be analyzed to identify further staff development needs</p>	<p>Accountability; Director, Support Services; Principals: Ongoing</p> <p>e) Asst. Superintendent, Instruction; Director, Assessment & Accountability, Principals; Teachers: Ongoing</p> <p>f) Asst. Superintendent, Instruction; Director, Assessment & Accountability, Principals; Teachers: Ongoing</p>	<p>e) Teacher release time</p> <p>f) None</p>	<p>e) \$34,000</p> <p>f) \$0</p>	<p>e) Title I</p> <p>f) N/A</p>
<p>2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement:</p> <p>a) All professional development activities for teachers, administrators, and instructional support staff focus on scientifically validated programs and practices</p> <p>b) Principals not only participate in professional development activities to support them as instructional leaders, they also attend all teacher professional development activities to support effective classroom implementation</p> <p>c) Professional development is provided by national experts in the field of education, such as Kathy Bumgardner, Kevin Feldman, Ed.D., Marilyn Friend, Ph.D., Vicki Gibson, Ph.D., Kate Kinsella, Ed.D.</p>	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability: Ongoing</p> <p>b) Principals Ongoing</p> <p>c) Asst. Superintendent, Instruction; Director, Assessment &</p>	<p>a) None</p> <p>b) None</p> <p>c) Professional Development</p>	<p>a) \$0</p> <p>b) \$0</p> <p>c) \$175,000 \$15,000 \$35,000</p>	<p>a) N/A</p> <p>b) N/A</p> <p>c) LCFF Title I Title III</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>d) Collaborative planning time is built into professional development activities to support teachers in implementing new practices.</p> <p>e) Additional release time for classroom/site visits and data analysis provide ongoing support for effective professional development</p> <p>f) New teacher staff development through BTSA/Induction focuses on reflection and coaching and is based on scientific research</p>	<p>Accountability, Principals; Teachers: Ongoing</p> <p>d) Asst. Superintendent, Instruction; Director, Assessment & Accountability: Ongoing</p> <p>e) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p> <p>f) Asst. Superintendent, Instruction; BTSA Support Providers; Principals, Teachers: Ongoing</p>	<p>d) None</p> <p>e) Professional Development</p> <p>f) None</p>	<p>d) \$0</p> <p>e) \$175,000 \$34,000</p> <p>f) \$0</p>	<p>d) N/A</p> <p>e) LCFF Title I – Program Improvement</p> <p>f) N/A</p>
<p>3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students:</p> <p>a) Professional development in the Common Core State Standards will support students in meeting the higher expectations of more rigorous achievement standards.</p>	<p>a – d) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director, Support Services; Principals, Teachers: Ongoing</p>	<p>a - d) Professional Development</p>	<p>a - d) \$175,000</p>	<p>a - d) LCFF</p>

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>b) Professional development activities to support small group differentiated instruction will enable teachers to meet the instructional needs of diverse learners.</p> <p>c) Professional development activities to support inclusion, including Co-teaching and Universal Design for Learning, will ensure students with special needs have access to the core curriculum and are able to meet their highest potential.</p> <p>d) Professional development includes specific strategies to meet the needs of ELs, low income, and other high needs student populations.</p> <p>e) Teachers meet in grade level teams to review student work to determine the impact of instructional practice on student learning.</p>	e) Principals, Teachers: Ongoing	e) None	e) \$0	e) N/A
<p>4. How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:</p> <p>Title II, Part A, Subpart 2 funds will be leveraged with Title I, Title III, Title III – Immigrant, and state funds that are distributed through the Local Control Funding Formula to provide planned professional development activities.</p>	Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director: Ongoing	Professional Development	Varies based on annual allocation	Title I Title II Title III Title III – Immigrant LCFF
<p>5. The professional development activities that will be made available to teachers and principals and how the LEA will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be met:</p> <p>See Summary of Needs and Strengths for Professional Development on page 40 for planned activities.</p> <p>Activities are evaluated annually through the Staff Development Committee as well as through evaluations and teacher surveys.</p>	Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director: Ongoing	Professional Development	Varies based on annual allocation	Title I Title II Title III Title III – Immigrant LCFF

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>6. How the LEA will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:</p> <p>Not applicable, FVSD does not receive Title II, Part D funding.</p>	Not applicable	Not applicable	Not applicable	Not applicable
<p>7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25% of the Title II, Part D Enhancing Education through Technology funding must be spent on professional development.):</p> <p>While student/teacher access and professional development in the effective use of technology is reflected in the District's Local Control Accountability Plan (LCAP), FVSD does not receive Title II, Part D funding and relies primarily on State funding to support technology.</p>	Not applicable	Not applicable	Not applicable	Not applicable
<p>8. How the LEA, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:</p> <p>The LEA Plan is aligned with the District LCAP. During the development and annual evaluation process, all stakeholders (teachers, paraprofessionals, administrators, parents, and students) had the opportunity to provide input on all aspects of the educational program, including professional development.</p>	Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director: Ongoing	None	\$0	N/A
<p>9. How the LEA will provide training to enable teachers to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency; <input type="checkbox"/> Improve student behavior in the classroom and identify early and 				

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>appropriate interventions to help all students learn;</p> <ul style="list-style-type: none"> □ Involve parents in their child’s education; and □ Understand and use data and assessments to improve classroom practice and student learning. <p>a) Professional development activities to meet the instructional needs of diverse learners include:</p> <ul style="list-style-type: none"> ✓ Small group differentiated instruction ✓ Co-teaching ✓ Universal Design for Learning ✓ GATE Depth and Complexity ✓ <i>Thinking Maps</i> and <i>Pathways to Proficiency</i> ✓ Academic Language Development <p>b) Professional development activities to improve student behavior in the classroom and identify early interventions include:</p> <ul style="list-style-type: none"> ✓ Positive Behavior Intervention and Supports ✓ Restorative Justice <p>c) Training to ensure the involvement of parents in their child’s education include:</p> <ul style="list-style-type: none"> ✓ Community Volunteer Academy ✓ Annual training for members of the District English Learner Advisory Committee (DELAC) and School Site Councils (SSC) ✓ School provided parent meetings on a variety of topics <p>d) Professional development activities to help teachers and use assessment data to improve classroom practice and student learning include:</p> <ul style="list-style-type: none"> ✓ Teacher release time for collaborative scoring and analysis District identified assessments 	<p>a) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Director; Director, Support Services; Principals; Teachers: Ongoing</p> <p>b) Asst. Superintendent, Instruction; Director, Support Services; Principals; Teachers: Ongoing</p> <p>c) Asst. Superintendent, Instruction; Director, Assessment & Accountability; Principals: Ongoing</p> <p>d) Principals; Teachers: Ongoing</p>	<p>a) Professional Development</p> <p>b) Professional Development</p> <p>c) Training</p> <p>d) Teacher release time</p>	<p>a) \$175,000 \$15,000 \$35,000</p> <p>b) \$175,000</p> <p>c) \$0</p> <p>d) \$34,000</p>	<p>a) LCFF Title I Title III</p> <p>b) LCFF</p> <p>c) N/A</p> <p>d) Title I – Program Improvement</p>
<p>10. How the LEA will use funds under this subpart to meet the requirements of Section 1119:</p> <p>FVSD uses Title II dollars to augment other State (LCFF) and Federal funds</p>	<p>Asst. Superintendent,</p>			

Please provide a description of:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
(Title I and Title III) to provide effective professional development.	Instruction; Director, Assessment & Accountability: Ongoing			

Performance Goal 4
All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

Environments Conducive to Learning (Strengths and Needs):

Please provide a list of the LEA’s strengths and needs regarding how students are supported physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning, along with the LEA’s strengths and needs regarding student barriers to learning (e.g., attendance, mobility, and behavior).

STRENGTHS	NEEDS
<p>Schools in FVSD have the following programs to support students physically, socially, emotionally, intellectually and psychologically, in environments that are conducive to learning:</p> <ul style="list-style-type: none"> ✓ Each school has a Safe School Plan that is reviewed annually ✓ Every school has an Anonymous Tip line on the school website ✓ Teachers are trained annually on the identification and reporting procedures for bullying behavior ✓ Student Success Teams to identify at-risk students ✓ Counseling services by school psychologists and counselors ✓ Student leadership programs ✓ School clubs and organizations ✓ School activities and events ✓ Extended School Program (after school care) ✓ Positive Behavior Interventions and Supports (PBIS) ✓ Administration of locally developed school climate survey ✓ Student recognition programs ✓ District wide attendance program 	<ul style="list-style-type: none"> ✓ Increased access to after school programs ✓ District wide attendance program is newly implemented, continued support in this area is needed ✓ Restorative Justice ✓ Utilize results from locally developed school climate survey to improve school program

Environments Conducive to Learning (Activities):

Please list the activities or programs supported by all NCLB or state funded programs that the LEA will implement to support students physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning. Include programs and strategies designed to address students’ barriers to learning (e.g. attendance and behavior). Include a copy of the LEA’s code of conduct or policy regarding student behavior expectations.

ACTIVITIES
<p>State funds (LCFF) will be utilized to support activities and programs to support school climate and student connectedness to school. Results of the locally developed school climate survey will drive these specific activities.</p>

Fountain Valley School District Board Policy 5131

Students

BP 5131(a)

CONDUCT

The Board of Trustees believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.1 - Bus Conduct)

(cf. 5137 - Positive School Climate)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5142 - Safety)

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment

(cf. [5131.4](#) - Campus Disturbances)

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

(cf. [3515.4](#) - *Recovery for Property Loss or Damage*)
(cf. [5131.5](#) - *Vandalism and Graffiti*)

The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

6. Obscene acts or use of profane, vulgar or abusive language

(cf. [5145.2](#) - *Freedom of Speech/Expression*)

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

(cf. [5131.6](#) - *Alcohol and Other Drugs*)
(cf. [5131.62](#) - *Tobacco*)
(cf. [5131.63](#) - *Steroids*)

8. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose (Penal Code [417.27](#))

Prior to bringing a laser pointer onto school premises for valid instructional or school-related purpose, students shall first obtain permission from the principal or designee.

9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time

Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

10. Plagiarism or dishonesty in school work or on tests

(cf. [5131.9](#) - *Academic Honesty*)
(cf. [6162.54](#) - *Test Integrity/Test Preparation*)
(cf. [6162.6](#) - *Use of Copyrighted Materials*)
(cf. [6163.4](#) - *Student Use of Technology*)

11. Inappropriate attire

(cf. [5132](#) - *Dress and Grooming*)

12. Tardiness and unexcused absence from school

(cf. [5113](#) - Absences and Excuses)
(cf. [5113.1](#) – Chronic Absence and Truancy)

13. Failure to remain on school premises in accordance with school rules

(cf. [5112.5](#) - Open/Closed Campus)

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. [5145.12](#) - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. A school official may search a student's mobile communications device including, but not limited to, reviewing messages or viewing pictures. Students in violation of Board policy may be prohibited from possessing a mobile communications device at school or at school-related events.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. [1020](#) - Youth Services)
(cf. [1400](#) - Relations Between Other Governmental Agencies and the Schools)
(cf. [5020](#) - Parent Rights and Responsibilities)
(cf. [5127](#) - Promotion Ceremonies and Activities)
(cf. [5138](#) - Conflict Resolution/Peer Mediation)
(cf. [5144](#) - Discipline)
(cf. [5144.1](#) - Suspension and Expulsion/Due Process)
(cf. [5144.2](#) - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. [6020](#) - Parent Involvement)
(cf. [6145](#) - Extracurricular and Cocurricular Activities)
(cf. [6159.4](#) - Behavioral Interventions for Special Education Students)
(cf. [6184](#) - Continuation Education)
(cf. [6185](#) - Community Day School)

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

32280-32289 *Comprehensive safety plan*

35181 *Governing board authority to set policy on responsibilities of students*

35291-35291.5 *Rules*

44807 *Duty concerning conduct of students*

48900-48925 *Suspension or expulsion*

51512 *Prohibition use of electronic listening or recording device in classroom without permission*

CIVIL CODE

1714.1 *Liability of parents and guardians for willful misconduct of minor*

PENAL CODE

288.2 *Harmful matter with intent to seduce*

313 *Harmful matter*

417.25-417.27 *Laser scope*

647 *Use of camera or other instrument to invade person's privacy; misdemeanor*

653.2 *Electronic communication devices, threats to safety*

VEHICLE CODE

23123-23124 *Prohibitions against use of electronic devices while driving*

CODE OF REGULATIONS, TITLE 5

300-307 *Duties of pupils*

UNITED STATES CODE, TITLE 42

2000h-2000h6 *Title IX, 1972 Education Act Amendments*

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

New Jersey v. T.L.O., (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted: September 27, 2012

Fountain Valley, California

Needs and Strengths Assessment (4115(a)(1)(A)):

Based on data regarding the incidence of violence and alcohol, tobacco, and other drug use in the schools and communities to be served, and other qualitative data or information, provide a list of the LEA’s strengths and needs related to preventing risk behaviors.

STRENGTHS	NEEDS
<p><u>Violence</u></p> <ul style="list-style-type: none"> ✓ An analysis of student discipline was conducted in the 2014/15 school year. ✓ Expulsions have been reduced over the last five years. Additionally, there have been no expulsions in FVSD in the last two school years. ✓ Less than two percent of students were suspended in 2014/15. <p><u>Alcohol, tobacco, and other drug use</u></p> <ul style="list-style-type: none"> ✓ California Healthy Kids Survey (CHKS) results indicate the percentage of fifth graders who have never used alcohol or illegal drugs was 99%. ✓ CHKS results indicate the percentage of seventh graders who have never used alcohol or illegal drugs was 90%. ✓ Substance use counseling is provided en lieu of suspension by the middle school counselors (BRIEF Intervention). 	<p><u>Violence</u></p> <ul style="list-style-type: none"> ✓ Males are overrepresented in discipline data. ✓ Students with disabilities are overrepresented in discipline data. ✓ There is an inconsistent district wide response to misconduct. ✓ Positive behavior supports are limited. ✓ Alternatives to suspension are minimal. ✓ In reviewing the CHKS information, there is a lack of perceived meaningful participation by fifth and seventh graders. <p><u>Alcohol, tobacco, and other drug use</u></p> <ul style="list-style-type: none"> ✓ Increased access to counselors needed to expand alternatives to suspension for substance use.

Continued Performance Goal 4

All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

Safe and Drug Free Schools and Communities (SDFSC) and Tobacco Use Prevention Education (TUPE)

Prevention Program Performance Indicators (4115(a)(1)(B)):

The LEA is required to establish a biennial goal for all of the performance indicators listed below. List specific performance indicators for each grade level served, and for each listed measure, as well as the date of, and results from, the baseline administration of the Healthy Kids Survey:

Alcohol, Tobacco, Other Drug Use, and Violence Prevention Performance Measures From the California Healthy Kids Survey	Most Recent Survey date: Spring, 2014 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that have ever used cigarettes will decrease biennially by:	5 th 0%	5 th 0%
	7 th 1%	7 th 1%
The percentage of students that have used cigarettes within the past 30 days will decrease biennially by:	7 th 2%	7 th 1%
The percentage of students that have used marijuana will decrease biennially by:	5 th 0%	5 th 0%
	7 th 3%	7 th 2%
The percentage of students that have used alcohol within the past 30 days will decrease biennially by:	7 th 5%	7 th 4%
The percentage of students that have used marijuana within the past 30 days will decrease biennially by:	7 th 1%	7 th 0%
The percentage of students that feel very safe at school will increase biennially by:	5 th 88%	5 th 90%
	7 th 74%	7 th 80%
The percentage of students that have been afraid of being beaten up during the past 12 months will decrease biennially by:	7 th 17%	7 th 12%

Truancy Performance Indicator		
The percentage of students who have been truant will decrease annually by 0.4% from the current LEA rate shown here. NOTE: Calculate the percentage in the LEA by tallying the number of students who have been classified as truant during the school year per Education Code Section 48260.5, and dividing that total by the CBEDS enrollment for the same school year.	3.4%	3.0%
Protective Factors Performance Measures from the California Healthy Kids Survey	Most recent date: Spring, 2014 Baseline Data	Biennial Goal (Performance Indicator)
The percentage of students that report high levels of caring relationships with a teacher or other adult at their school will increase biennially by:	5 th 61% 7 th 35%	5 th 65% 7 th 45%
The percentage of students that report high levels of high expectations from a teacher or other adult at their school will increase biennially by:	5 th 57% 7 th 51%	5 th 60% 7 th 55%
The percentage of students that report high levels of opportunities for meaningful participation at their school will increase biennially by:	5 th 14% 7 th 18%	5 th 20% 7 th 25%
The percentage of students that report high levels of school connectedness at their school will increase biennially by:	5 th 66% 7 th 65%	5 th 70% 7 th 70%

Other Performance Measures

List below any other performance measures and performance indicators the LEA has adopted specific to its prevention programs (drug, violence, truancy, school safety, etc.). Specify the performance measure, the performance indicator goal, and baseline data for that indicator.

LEA Specified Performance Measures District Created Climate Survey (Process to Collect Data)	Performance Indicator Goal	Baseline Data
The percent of students that report a high frequency of students intervening during a bullying incident.	3 rd 55%	3 rd 60%
	4 th 55%	4 th 60%
	5 th 73%	5 th 75%

Science Based Programs (4115 (a)(1)(C)):

The LEA must designate and list the science-based programs (programs proven by science to effectively prevent tobacco use, alcohol use, other drug use, and violence) selected from Appendix C. From Appendix C, list the scientifically based programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Science-Based Program Name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date
Project ALERT	ATD	7 th & 8 th	1550	2010	Ongoing	2010

Research-based Activities (4115 (a)(1)(C)):

Based on the research cited in Appendix D, check the box for each activity the LEA will implement as part of the comprehensive prevention program and provide all other requested information.

Check	Activities	Program ATODV Focus	Target Grade Levels
	After School Programs		
✓	Conflict Mediation/Resolution	V	6 th – 8 th
✓	Early Intervention and Counseling	ATODV	6 th – 8 th
	Environmental Strategies		
	Family and Community Collaboration		
	Media Literacy and Advocacy		
	Mentoring		
✓	Peer-Helping and Peer Leaders	V	6 th – 8 th
	Positive Alternatives		
✓	School Policies	ATODV	TK-8 th
	Service-Learning/Community Service		
	Student Assistance Programs		
✓	Tobacco-Use Cessation	T	6 th – 8 th
	Youth Development Caring Schools Caring Classrooms		
	Other Activities		

Promising or Favorable Programs (4115 (a)(3)):

The LEA may – but is not required to – designate and list the promising or favorable programs (programs whose effectiveness is not as strongly established though scientific evidence) selected from Appendix E. From Appendix E, list the promising or favorable programs the LEA will adopt and implement to serve 50 percent or more of the students in the target grade levels. Indicate below your program selections, and provide all other requested information.

Promising Program name	Program ATODV Focus	Target Grade Levels	Target Population Size	Purchase Date	Staff Training Date	Start Date

Waiver to Adopt Promising or Favorable Programs not listed in Appendix E:

Check the box below if the LEA will submit an application for waiver in order to include other promising or favorable programs not found in Appendix E. Programs not listed in Appendix E will be considered on a case-by-case basis. The LEA must demonstrate that the program for which a waiver is requested is legitimately innovative or demonstrates substantial likelihood of success. The CDE will provide under separate cover additional information and the forms for submitting a waiver request.

Analysis of Data for Selection of Programs and Activities (4115 (a)(1)(D)):

For each selected Appendix C programs or Appendix D activities, provide a brief narrative rationale based on the LEA’s analysis of CSS, CHKS, and CSSA data related to why the LEA selected these programs and activities for implementation.

The selected programs and activities provide clear expectations for student behaviors, focus on teaching students to make healthy and safe choices, and ensure wrap around services for students who encounter difficulties.

- * Project Alert: Focus on teaching student to make healthy choices
- * Conflict Mediation/Resolution: Provide clear expectations for student behaviors, focus on teaching students to make safe choices, and ensure wrap around services for students who encounter difficulties
- * Early Intervention and Counseling: Provide clear expectations for student behaviors, focus on teaching students to make healthy and safe choices, and ensure wrap around services for students who encounter difficulties
- * Peer Helping and Peer Leaders: Ensure wrap around services for students who encounter difficulties
- * School Policies: Provide clear expectations for student behaviors
- * Tobacco-Use Cessation: focus on teaching students to make healthy choices

Evaluation and Continuous Improvement (4115 (a)(2)(A)):

Provide a description for how the LEA will conduct regular evaluations of the effectiveness of the LEA’s alcohol, tobacco, other drug use and violence prevention program. Describe how the results of the evaluation will be used to refine, improve and strengthen the program.

To compliment the meta-data results provided through the CHKS for fifth and seventh grade every other year, district staff created a climate survey. Beginning in the 2015/16 school year, the survey will be administered to third through eighth students. The data is disaggregated by school site, grade level, and at the middle school level gender. District and site staff annually review the data to determine strategies to improve school climate. The results will also be shared with student leadership groups so that they can provide input on ways to revise, improve, and strengthen programs.

Use of Results and Public Reporting (4115 (a)(2)(B)):

Describe the steps and timeline the LEA will use to publicly report progress toward attaining performance measures for the SDFSC and TUPE programs. Describe how the evaluation results will be made available to the public including how the public will be provided notice of the evaluation result’s availability.

FVSD has a Memorandum of Understanding (MOU) with the Orange County Department of Education (OCDE). The conditions of the MOU are that OCDE will oversee project evaluation and reporting, as well as, submit required fiscal reports.

Mandatory Safe and Drug Free Schools and Communities (4114(d)(2)(E)):

Briefly describe how SDFSC funded program services will be targeted to the LEA’s schools and students with the greatest need. (Section 4114 [d][3])

Not applicable, FVSD does not receive SDFSC funding.

Coordination of All Programs (4114 (d)(2)(A)):

Provide a detailed, but brief, explanation of how the LEA will coordinate SDFSC funded alcohol, tobacco, other drug and violence prevention programs with other federal state and local prevention programs.

Not applicable, FVSD does not receive SDFSC funding.

Parent Involvement (4115 (a)(1)(e)):

Provide a brief, but detailed, description of the parent involvement and describe the parent notification procedures used to meet requirements under NCLB Title IV, Part A – SDFSC program.

Not applicable, FVSD does not receive SDFSC funding.

TUPE Services for Pregnant Minors and Minor Parents (H&SC 104460):

Describe the TUPE services and referral procedures for pregnant minors and minor parents enrolled in the LEA and how they will be provided with tobacco-use prevention services. Include students participating in programs such as the California School Age Families Education (Cal-SAFE) program, the Adolescent Family Life Program (AFLP) administered through the Department of Health Services, and the Cal-Learn program administered by the Department of Social Services.

As a district that serves students in TK-8, FVSD rarely encounters pregnant minors or minor parents. In the event that services are needed, school counselors would provide referrals and support.

TUPE Funded Positions (Health & Safety Code 104420(b)(3)):

Provide full time equivalent (FTE) staffing configuration for all TUPE funded positions. (Health and Safety Code section 104420 [b](3))

Position/Title	Full time equivalent
School counselor	0.2 FTE

Performance Goal 5
All students will graduate from high school.

Planned Improvements: High School Graduation Rates, Dropouts, and AP

This section of the plan is intended to reflect the LEA’s efforts to reduce the percentage of students dropping out of school, and therefore, increase the percentage of students who graduate from high school. Also include a description below of the LEA’s efforts to ensure that all students have equal access to advanced placement (AP) opportunities.

Performance Indicator	Activities /Actions	Students Served	Timeline/ Person(s) Involved	Benchmarks/ Evaluation	Funding Source
5.1 (High School Graduates)	N/A				
5.2 (Dropouts)	N/A				
5.3 (Advanced Placement)	N/A				

Additional Mandatory Title I Descriptions

Please include in the space below the following descriptions mandated by NCLB legislation. If the LEA has already included any of the descriptions, they do not need to be provided again here; please indicate the page number or section of the Plan where this information is included.

Describe the measure of poverty that will be used to determine which schools are eligible for Title I funding in accordance with Section 1113, "Eligible School Attendance Areas."	
	Description of how the LEA is meeting or plans to meet this requirement:
Identify one of the following options as the low-income measure to identify schools eligible for Title I funding: <ul style="list-style-type: none"> • Number of children in families receiving assistance under the CalWorks program; • Number of children eligible for Free/Reduced Price Lunch programs; • Number of children ages 5-17 in poverty counted by the most recent census data; • Number of children eligible to receive medical assistance under the Medicaid program; • Or a composite of the above. 	The Food Services Department annually disseminates and collects applications for student participation in the Free/Reduced Price Lunch (FRPL) program. The number of eligible students is used to determine which schools receive Title I funding and the per pupil allocation.
Describe how the low-income measure described above is used to rank and select schools to receive Title I funds <ul style="list-style-type: none"> • All schools with a 75% or above poverty level are funded • All other schools are funded by poverty ranking district wide or by grade span. 	Eligibility is based on grade span and all schools whose FRPL percent participation is higher than the District FRPL average receives Title I funding.

**Additional Mandatory Title I Descriptions
(continued)**

<p>Please provide a general description of the nature of the programs to be conducted by the LEA's schools under Sections 1114, "Schoolwide Programs," and/or Section 1115, "Targeted Assistance Schools." Direct-funded charters and single school districts, if conducting a schoolwide program authorized under Section 1114, may attach a copy of the Schoolwide Plan or Single Plan for Student Achievement in lieu of this description. All ten of the required components must be addressed. (For more information on Schoolwide, please go to http://www.cde.ca.gov/sp/sw/rt; for Targeted Assistance go to http://www.cde.ca.gov/sp/sw/rt/tasinfo.asp).</p>	
	<p>Description of how the LEA is meeting or plans to meet this requirement:</p>
<p>For schoolwide programs (SWP), describe how the LEA will help schools to bring together all resources to upgrade the entire educational program at the school and include assistance in activities such as:</p> <ul style="list-style-type: none"> • A comprehensive needs assessment of the entire school in relation to state standards. Schoolwide reform strategies that provide opportunities for all children to meet state standards. • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Proven strategies that address the needs of historically underserved students, low achieving students, and those at risk of not meeting state standards. • Instruction by highly qualified teachers and strategies to attract and keep such teachers. • High quality and ongoing professional development for teachers, principals, paraprofessionals, and if appropriate, pupil services personnel, parents and other staff. • Strategies to increase parental involvement. • Assistance to preschool children in transitioning from early childhood programs to elementary school programs. • Timely and effective additional assistance to students who experience difficulty mastering state standards. 	<p>There are no SWP Title I schools in FVSD.</p>

	Description of how the LEA is meeting or plans to meet this requirement:
<p>For targeted assistance programs (TAS), describe how the LEA will help schools to identify participating students most at risk of failing to meet state standards and help those students to meet the State’s challenging academic standards. The description should include activities such as:</p> <ul style="list-style-type: none"> • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Strategies that minimize removing children from the regular classroom during regular school hours for instruction. • Instruction by highly qualified teachers. • Professional development opportunities for teachers, principals, and paraprofessionals, including if appropriate, pupil services personnel, parents, and other staff. • Strategies to increase parental involvement. 	<p>Students are identified for Title I services based on their performance on district universal screeners in ELA and math. Scientifically validated instructional practices that are embedded in the core program include:</p> <ul style="list-style-type: none"> ✓ Small group, differentiated instruction ✓ Co-teaching ✓ <i>Thinking Maps</i> ✓ <i>ST Math</i> ✓ Professional development <p>Additionally, the following supports are in place for Title I students:</p> <ul style="list-style-type: none"> ✓ Supplemental curriculum ✓ Student devices ✓ Classroom technology ✓ Web based applications ✓ Additional staffing to provide intervention ✓ Before/after school programs ✓ During school intervention programs

Additional Mandatory Title I Descriptions

(continued)

Please describe how teachers, in consultation with parents, administrators, and pupil services personnel in targeted assistance schools under Section 1115, “Targeted Assistance Schools,” will identify the eligible children most in need of services under this part. **Please note that multiple, educationally related criteria must be used to identify students eligible for services.** Where applicable, provide a description of appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children in community day school programs, and homeless children.

	Description of how the LEA is meeting or plans to meet this requirement:
<p>Describe who is involved and the criteria used to identify which students in a targeted assistance school will receive services. The criteria should:</p> <ul style="list-style-type: none"> • Identify children who are failing or most at risk of failing to meet the state academic content standards. • Use multiple measures that include objective criteria such as state assessments, and subjective criteria such as teacher judgment, parent interviews and classroom grades. • Include solely teacher judgment, parent interviews and developmentally appropriate measures, if the district operates a preschool through grade 2 program with Title I funds. 	<p><u>Elementary Criteria</u> The following criteria is in place to identify students for ELA support:</p> <ul style="list-style-type: none"> ✓ Core Phonics Survey (Kindergarten only), ✓ DIBELS Next/DAZE – Tier 1 and Tier 2, ✓ <i>Scholastic Reading Inventory</i> (4th & 5th) ✓ Progress report/report card marks, and ✓ Teacher recommendation <p>The following criteria is in place to identify students for math support:</p> <ul style="list-style-type: none"> ✓ Progress report/report card marks, ✓ ST Math progress, and ✓ Teacher recommendation <p><u>Middle Criteria</u> The Intervention team uses the information below to identify students for ELA, math, and study skills support:</p> <ul style="list-style-type: none"> ✓ Teacher recommendation ✓ Parent and/or student request ✓ DIBELS Next Oral Reading Fluency scores (6th grade only) ✓ STAR Reading assessments ✓ Cumulative GPA
<p>The description should include services to homeless children, such as the appointment of a district liaison, immediate enrollment, transportation, and remaining in school of origin.</p>	<p>FVSD has very few homeless students. When the district is notified of the situation, services are provided.</p>
<p>The description should include services to children in a local institution for neglected or delinquent children and youth or attending a community day program, if appropriate.</p>	<p>There are no local institutions in the FVSD boundary.</p>

Additional Mandatory Title I Descriptions

(continued)

Please describe the actions the LEA will take to assist in its low-achieving schools identified under Section 1116, “Academic Assessment and Local Educational Agency and School Improvement,” as in need of improvement.	
	Description of how the LEA is meeting or plans to meet this requirement:
<p>If the LEA has a PI school(s), describe technical assistance activities the LEA will provide to help the PI school, such as the following:</p> <ul style="list-style-type: none"> • Assistance in developing, revising, and implementing the school plan. • Analyzing data to identify and address problems in instruction, parental involvement, professional development and other areas. • Assistance in implementing proven and effective strategies that will address the problems that got the school identified as PI and will get the school out of PI. • Assistance in analyzing and revising the school budget so the school’s resources are used effectively. 	<p>There are no schools identified as PI in FVSD.</p>
<p>Describe the process for parent notification of the school’s identification as PI, including notification of the right for students to transfer to another school that is not PI with paid transportation, and the right to receive supplemental services.</p>	<p>Not applicable, there are no schools identified as PI in FVSD.</p>
<p>Describe how the LEA will provide school choice and supplemental services to eligible children, including the selection of the children to receive services.</p>	<p>Not applicable, there are no schools identified as PI in FVSD.</p>

Additional Mandatory Title I Descriptions

(continued)

Please describe the strategy the LEA will use to coordinate programs under Title I with programs under Title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents, and other staff, including LEA-level staff in accordance with Section 1118, “Parental Involvement,” and Section 1119, “Qualifications for Teachers and Paraprofessionals.”	
	Description of how the LEA is meeting or plans to meet this requirement:
Describe the LEA’s strategies for coordinating resources and efforts to help schools retain, recruit and increase the number of highly qualified teachers, principals, and other staff.	All teachers, staff members, and principals in FVSD are Highly Qualified. During the recruitment process, only those individuals who are Highly Qualified are candidates under consideration.
Describe the LEA’s strategies for coordinating resources and efforts to prepare parents to be involved in the schools and in their children’s education.	<p>Parent involvement is a high priority in FVSD. Every school has an active School Site Council who reviews and revises the Home School Compact and Parent Involvement Policy. Additionally, each school’s SSC provides input and approval on the Single Plan for Student Achievement.</p> <p>At the district level, parents participate on a variety of advisory committees including the Superintendent Parent Council, District Advisory Committee, District English Learner Advisory Committee, Community Advisory Committee, and LCAP Leadership Team. Members participate in training at the beginning of each year on how to be involved advocates for their children and school.</p>

Additional Mandatory Title I Descriptions

(continued)

Coordination of Educational Services

In the space below, please describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. Include programs such as: Even Start; Head Start; Reading First; Early Reading First and other preschool programs (including plans for the transition of participants in such programs to local elementary school programs; services for children with limited English proficiency; children with disabilities; migratory children; neglected or delinquent youth; Native American (Indian) students served under Part A of Title VII; homeless children; and immigrant children.

	Description of how the LEA is meeting or plans to meet this requirement:
<p>Describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program, including programs such as:</p> <ol style="list-style-type: none"> a. Even Start b. Head Start c. Reading First d. Early Reading First e. Other preschool programs f. Services for children that are migratory, neglected or delinquent, Native American (Title VII, Part A), homeless, immigrant, and limited-English proficient, and children with disabilities. <p>Compare to programs listed on Page 11 of the LEA Plan to determine if all active programs have been addressed.</p>	<p>Three and four year olds are provided early childhood programs at six of the seven elementary schools. The State preschool program and fee-based Child Development Center Preschools use the <i>We Can</i> curriculum, which utilizes small group, differentiated instruction, a district signature practice. Activities are designed to foster cognitive, social, emotional, and physical development. Participants are assessed multiple times throughout the year to measure school readiness. If the child enrolls in an FVSD school, the results are shared. In the spring, kindergarten round ups are held at every elementary school. Incoming transitional kindergarten and kindergarten students participate in kindergarten readiness testing in order to meet their needs from the beginning and proactively address academic gaps.</p> <p>Students in transitional kindergarten through eighth grade are provided resources and services through site and district general and designated funding. Transitional IEP meetings are held whenever students with special needs change programs. Middle school administrators proactively communicate with feeder elementary school principals regarding incoming students, program recommendations, and strategies to address high need students. The success of each individual student is a top priority.</p>

Part III

Assurances and Attachments

Assurances

Signature Page

Appendix

Appendix A: California's NCLB Performance Goals and Performance Indicators

Appendix B: Links to Data Web sites

Appendix C: Science-Based Programs

Appendix D: Research-based Activities

Appendix E: Promising or Favorable Programs

ASSURANCES

To assure the LEA's eligibility for funds included in this Plan, the Superintendent must provide an original signature below attesting to compliance with all of the following statements.

GENERAL ASSURANCES

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements.
3. (a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non-profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
4. The LEA will adopt and use proper methods of administering each such program, including – (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
6. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The LEA will – (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
8. The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
9. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.

- 9a. The LEA will provide the certification on constitutionally protected prayer that is required by section 9524.
10. The LEA will comply with the armed forces recruiter access provisions required by section 9528.

TITLE I, PART A

The LEA, hereby, assures that it will:

11. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
12. If the LEA receives more than \$500,000 in Title I funds, it will allow 1% to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95% of the allocation will be distributed to schools.
13. Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.
14. Provide technical assistance and support to schoolwide programs.
15. Work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
16. Fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
17. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
18. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
19. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
20. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 and *California Education Code Section 64001*.
21. Comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development.

22. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
23. Coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
24. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.
25. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
26. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
27. Assist each school served by the agency and assisted under this part in developing or identifying examples of high-quality, effective curricula consistent with section 1111(b)(8)(D) and *California Education Code Section 64001*.
28. Ensure that schools in school improvement status spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
29. Prepare and disseminate an annual LEA report card in accordance with section 1111(h)(2).
30. Where applicable, the applicant will comply with the comparability of services requirement under section 1120A(c). In the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.

TITLE I, PART D – SUBPART 2

31. Where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act.

32. Work to ensure that the correctional facility is staffed with teachers and other qualified staffs that are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
33. Ensure that the educational programs in the correctional facility are related to assisting students to meet high academic achievement standards.

TITLE II, PART A

34. The LEA, hereby, assures that:

- The LEA will target funds to schools within the jurisdiction of the local educational agency that:
(A) have the lowest proportion of highly qualified teachers;
(B) have the largest average class size; or
(C) are identified for school improvement under section 1116(b).
- The LEA will comply with section 9501 (regarding participation by private school children and teachers).
- The LEA has performed the required assessment of local needs for professional development and hiring, taking into account the activities that need to be conducted in order to give teachers the means, including subject matter knowledge and pedagogy skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet California's academic content standards. This needs assessment was conducted with the involvement of teachers, including teachers participating in programs under Part A of Title I.
- The LEA will assure compliance with the requirements of professional development as defined in section 9101 (34).

TITLE II, PART D

35. The LEA has an updated, local, long-range, strategic, educational technology plan in place that includes the following:

- Strategies for using technology to improve academic achievement and teacher effectiveness.
- Goals aligned with challenging state standards for using advanced technology to improve student academic achievement.
- Steps the applicant will take to ensure that all students and teachers have increased access to technology and to help ensure that teachers are prepared to integrate technology effectively into curricula and instruction.
- Promotion of curricula and teaching strategies that integrate technology, are based on a review of relevant research, and lead to improvements in student academic achievement.
- Ongoing, sustained professional development for teachers, principals, administrators, and school library media personnel to further the effective use of technology in the classroom or library media center.

- A description of the type and costs of technology to be acquired with Ed Tech funds, including provisions for interoperability of components.
 - A description of how the applicant will coordinate activities funded through the Ed Tech program with technology-related activities supported with funds from other sources.
 - A description of how the applicant will integrate technology into curricula and instruction, and a timeline for this integration.
 - Innovative delivery strategies – a description of how the applicant will encourage the development and use of innovative strategies for the delivery of specialized or rigorous courses and curricula through the use of technology, including distance learning technologies, particularly in areas that would not otherwise have access to such courses or curricula due to geographical distances or insufficient resources.
 - A description of how the applicant will use technology effectively to promote parental involvement and increase communication with parents.
 - Collaboration with adult literacy service providers.
 - Accountability measures – a description of the process and accountability measures that the applicant will use to evaluate the extent to which activities funded under the program are effective in integrating technology into curricula and instruction, increasing the ability of teachers to teach, and enabling student to reach challenging state academic standards.
 - Supporting resources – a description of the supporting resources, such as services, software, other electronically delivered learning materials, and print resources that will be acquired to ensure successful and effective uses of technology.
36. The LEA must use a minimum of 25 percent of their funds to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
37. **Any LEA that does not receive services at discount rates under section 254(h)(5) of the Communications Act of 1934 (47 U.S.C. 254(h)(5)) hereby assures the SEA** that the LEA will not use any Title II, Part D funds to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet, for such school unless the school, school board, local educational agency, or other authority with responsibility for administration of such school:
- has in place a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors; and
 - is enforcing the operation of such technology protection measure during any use of such computers by minors; and
 - has in place a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography, and is enforcing the operation of such technology protection measure during any use of such computers.
 - Any LEA that does receive such discount rates hereby assures the SEA that it will have in place a policy of Internet safety for minors required by Federal or State law.

TITLE III

38. The LEA assures that it consulted with teachers, researchers, school administrators, parents, and, if appropriate, with education-related community groups, nonprofit organizations, and institutions of higher education in developing the LEA Plan.
39. The LEA will hold elementary and secondary schools accountable for increasing English language proficiency and for LEP subgroups making adequate yearly progress.
40. The LEA is complying with Section 3302 prior to, and throughout, each school year.
41. The LEA annually will assess the English proficiency of all students with limited English proficiency participating in programs funded under this part.
42. The LEA has based its proposed plan on scientifically based research on teaching limited-English-proficient students.
43. The LEA ensures that the programs will enable to speak, read, write, and comprehend the English language and meet challenging State academic content and student academic achievement standards.
44. The LEA is not in violation of any State law, including State constitutional law, regarding the education of limited-English-proficient students, consistent with Sections 3126 and 3127.

TITLE IV, PART A

45. The LEA assures that it has developed its application through timely and meaningful consultation with State and local government representatives, representatives of schools to be served (including private schools), teachers and other staff, parents, students, community-based organizations, and others with relevant and demonstrated expertise in drug and violence prevention activities (such as medical, mental health, and law enforcement professionals).
46. The activities or programs to be funded comply with the principles of effectiveness described in section 4115(a) and foster a safe and drug-free learning environment that supports academic achievement.
47. The LEA assures that funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds.
48. Drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful.
49. The LEA has, or the schools to be served have, a plan for keeping schools safe and drug-free that includes:
 - Appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students.

- Security procedures at school and while students are on the way to and from school.
- Prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments.
- A crisis management plan for responding to violent or traumatic incidents on school grounds.
- A code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - Allows a teacher to communicate effectively with all students in the class.
 - Allows all students in the class to learn.
 - Has consequences that are fair, and developmentally appropriate.
 - Considers the student and the circumstances of the situation.
 - Is enforced accordingly.

50. The application and any waiver request under section 4115(a)(3) (to allow innovative activities or programs that demonstrate substantial likelihood of success) will be available for public review after submission of the application.

TITLE IV, PART A, SUBPART 3

51. The LEA assures that it has, in effect, a written policy providing for the suspension from school for a period of not less than one year of any student who is determined to have brought a firearm to school or who possesses a firearm at school and the referral of a student who has brought a weapon or firearm to the criminal or juvenile justice system. Such a policy may allow the Superintendent to modify such suspension requirement for a student on a case-by-case basis.

TITLE V, PART A

52. The LEA has provided, in the allocation of funds for the assistance authorized by this part and in the planning, design, and implementation of such innovative assistance programs, for systematic consultation with parents of children attending elementary schools and secondary schools in the area served by the LEA, with teachers and administrative personnel in such schools, and with such other groups involved in the implementation of this part (such as librarians, school counselors, and other pupil services personnel) as may be considered appropriate by the LEA.

53. The LEA will comply with this Part, including the provisions of section 5142 concerning the participation of children enrolled in private nonprofit schools.

54. The LEA will keep such records, and provide such information to the SEA, as may be reasonably required for fiscal audit and program evaluation.

55. The LEA will annually evaluate the programs carried out under this Part, and that evaluation:

- will be used to make decisions about appropriate changes in programs for the subsequent year;

- will describe how assistance under this part affected student academic achievement and will include, at a minimum, information and data on the use of funds, the types of services furnished, and the students served under this part; and
- will be submitted to the SEA at the time and in the manner requested by the SEA.

New LEAP Assurances

56. Uniform Management Information and Reporting System: the LEA assures that it will provide to the California Department of Education (CDE) information for the uniform management information and reporting system required by No Child Left Behind, Title IV in the format prescribed by CDE. That information will include:

- (i) truancy rates;
- (ii) the frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;
- (iii) the types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and
- (iv) the incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities. (Section 4112, General Provisions, Title IV, Part A, PL 107-110)

57. Unsafe School Choice Policy: the LEA assures that it will establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the State, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school. The LEA will submit on a format to be designated by CDE the information the state requires to complete annual federal reporting requirements on the number of schools that have been designated “persistently dangerous” in accordance with California State Board of Education policy. (Section 9532, General Provisions, Title IX, PL 107-110.)

Other

58. The LEA assures that a minimum of 95% of all students and a minimum number of students in each subgroup (at both the school and district levels) will participate in the state’s assessments program.

SIGNATURE PAGE

Mark Johnson, Ed.D.

Print Name of Superintendent

Signature of Superintendent

June 17, 2015

Date

APPENDIX A

On May 30, 2002, the California State Board of Education (SBE) adopted the five goals and 12 performance indicators for No Child Left Behind, as set forth in the Federal Register Notice of May 22, 2002. The SBE's adoption of the specified goals and performance indicators represents California's commitment to the development of an accountability system to achieve the goals of NCLB.

Collectively, NCLB's goals, performance indicators, and performance targets constitute California's framework for ESEA *accountability*. The framework provides the basis for the state's improvement efforts, informing policy decisions by the SBE and implementation efforts by the California Department of Education (CDE) to fully realize the system envisioned by NCLB; it also provides a basis for coordination with the State Legislature and the Governor's Office.

California's NCLB Performance Goals and Performance Indicators

Performance Goal 1: *All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-2014.*

- 1.1 **Performance indicator:** The percentage of students, in the aggregate and for each subgroup, who are above the proficient level in reading on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(1)(C)(i).)
- 1.2 **Performance indicator:** The percentage of students, in the aggregate and in each subgroup, who are at or above the proficient level in mathematics on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(C)(i).)
- 1.3 **Performance indicator:** The percentage of Title I schools that make adequate yearly progress.

Performance Goal 2: *All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*

- 2.1. **Performance indicator:** The percentage of limited-English-proficient Students, determined by cohort, who have attained English proficiency by the end of the school year.
- 2.2 **Performance indicator:** The percentage of limited-English-proficient students who are at or above the proficient level in reading/language arts on the State's assessment, as reported for performance indicator 1.1.

- 2.3 **Performance indicator:** The percentage of limited-English-proficient students who are at or above the proficient level in mathematics on the State’s assessment, as reported for performance indicator 1.2.

Performance Goal 3: *By 2005-2006, all students will be taught by highly qualified teachers.*

- 3.1 **Performance indicator:** The percentage of classes being taught by “highly qualified” teachers (as the term is defined in section 9101(23) of the ESEA), in the aggregate and in “high-poverty” schools (as the term is defined in section 1111(h)(1)(C)(viii) of the ESEA).
- 3.2 **Performance indicator:** The percentage of teachers receiving high-quality professional development. (See definition of “professional development” in section 9101(34).)
- 3.3 **Performance indicator:** The percentage of paraprofessionals (excluding those with sole duties as translators and parent involvement assistants) who are qualified. (See criteria in section 1119(c) and (d).)

Performance Goal 4: *All students will be educated in learning environments that are safe, drug free, and conducive to learning.*

- 4.1 **Performance indicator:** The percentage of persistently dangerous schools, as defined by the State.

Performance Goal 5: *All students will graduate from high school.*

- 5.1 **Performance indicator:** The percentage of students who graduate from high school, with a regular diploma:
- disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged; and,
 - calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.
- 5.2 **Performance indicator:** The percentage of students who drop out of school:
- disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged; and
 - calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.

APPENDIX B

Links to Data Web sites

Below is a listing of Web site links for accessing district-level data and information to be used by the LEA in developing this Plan:

- Academic Performance Index (API)
<http://www.cde.ca.gov/psaa/api/index.htm>
- California Basic Educational Data System (CBEDS)
<http://www.cde.ca.gov/demographics/coord/>
- California English Language Development Test (CELDT)
<http://www.cde.ca.gov/statetests/celdt/celdt.html>
- California High School Exit Exam (CAHSEE)
<http://www.cde.ca.gov/statetests/cahsee/eval/eval.html>
- California Standardized Test (CST)
<http://www.cde.ca.gov/statetests/index.html>
- DataQuest
<http://data1.cde.ca.gov/dataquest/>
- School Accountability Report Card (SARC)
<http://www.cde.ca.gov/ope/sarc/>
- Standardized Testing and Reporting (STAR) Program
<http://www.cde.ca.gov/statetests/star/index.html>

APPENDIX C

Science-Based Programs

Science-based research has provided evidence of effectiveness for the following school-based prevention programs. Each of the listed programs have been identified as a research-validated, exemplary, or model program by one or more of the following agencies: The California Healthy Kids Resource Center, the Center for Substance Abuse Prevention, United States Department of Education's Expert Panel, or the University of Colorado's Center for the Study and Prevention of Violence. Some of these programs are also discussed in the California Department of Education's publication Getting Results. Websites where additional information can be found about each program's description, target population, and outcomes are listed below. The code in the last column of the menu provides a quick reference indicating which websites have information specific to each program.

A: < <http://www.californiahealthykids.org> > (California Healthy Kids Resource Center: Research-Validated Programs)

B: < <http://www.colorado.edu/cspv/blueprints/model/overview.html> > (University of Colorado: Blueprints)

C: < http://modelprograms.samhsa.gov/model_prog.cfm > (Center for Substance Abuse Prevention: Model Programs)

D: < <http://www2.edc.org/msc/model.asp> > (United States Department of Education: Expert Panel)

E: < <http://www.gettingresults.org/> > (Getting Results)

School-Based Programs

Intended program outcomes and target grade levels. See research for proven effectiveness							
Name	Grade	Alcohol	Tobacco	Drugs	Violence	Youth Dev.	Website
Across Ages	4 to 8	x	x	x		x	C,
All Stars™	6 to 8	x	x	x			A, C, D, E
ATLAS (Athletes Training and Learning to Avoid Steroids)	9 to 12	x		x			A, B, C, D,
Border Binge Drinking Reduction Program	K to 12	x			x		C,
Child Development Project/Caring School Community	K to 6	x		x	x	x	A, B, C, D, E
Cognitive Behavioral Therapy for Child Sexual Abuse	Families				x		C
Cognitive Behavioral Therapy for Child Traumatic Stress	Families				x		C
Coping Power	5 to 8			x	x		C
DARE To Be You	Pre-K	x		x	x	x	A, C,
Early Risers Skills for Success	K to 6				x		C,
East Texas Experiential Learning Center	7	x	x	x	x	x	C
Friendly PEERsuasion	6 to 8	x					C
Good Behavior Game	1 to 6				x		B, C
High/Scope Perry Preschool Project	Pre-K				x	x	B, C, E
I Can Problem Solve	Pre-K				x		A, B, D
Incredible Years	K to 3				x	x	B, C,
Keep A Clear Mind	4 to 6	x	x				A, C,
Leadership and Resiliency	9 to 12					x	C,
Botvin's LifeSkills™ Training	6 to 8	x	x	x	x		A, B, C, D, E
Lions-Quest Skills for Adolescence	6 to 8					x	D, C, E
Minnesota Smoking Prevention Program	6 to 10		x				A, D, E

Olweus Bullying Prevention	K to 8				x		B, C, E
Positive Action	K to 12	x	x	x	x	x	C, D,
Project ACHIEVE	Pre-K to 8				x	x	A, C, E
Project ALERT	6 to 8	x	x	x			A, C, D, E
Project Northland	6 to 8	x		x			A, B, C, D, E
Project PATHE	9 to 12					x	B, E
Project SUCCESS	9 to 12	x	x	x			C,
Project Toward No Drug Abuse (TND)	9 to 12	x	x	x	x		C,
Project Toward No Tobacco Use (TNT)	5 to 8		x				A, C, D, E
Promoting Alternative Thinking Strategies (PATHS)	K to 6				x		A, B, C, D,
Protecting You/Protecting Me	K to 5	x					C,
Quantum Opportunities	9 to 12					x	B, E
Reconnecting Youth	9 to 12	x		x	x	x	A, C, E
Responding in Peaceful and Positive Ways	6 to 12			x	x		C, D, E
Rural Educational Achievement Project	4				x		C
School Violence Prevention Demonstration Program	5 to 8				x		C
Second Step	Pre-K to 8				x		A, C, D,
Skills, Opportunities, and Recognition (SOAR): Seattle Social Development Project:	K to 6	x			x	x	B, C, D, E
SMART Leaders	9 to 12			x			C
Social Competence Promotion Program for Young Adolescents (SCPP-YA)	5 to 7			x			C
Start Taking Alcohol Risks Seriously (STARS) for Families	6 to 8	x					C,
Students Managing Anger and Resolution Together (SMART) Team	6 to 9				x		C, D,
Too Good for Drugs	K to 12	x	x	x	x		C
Community and Family-based Programs							
	Intended program outcomes and target setting. See research for proven effectiveness						
Name	Target Population	Alcohol	Tobacco	Drugs	Violence	Youth Dev.	Website
Big Brothers Big Sisters	Community					x	B, E
Brief Strategic Family Therapy	Families			x			B, C,
CASASTART	Community			x	x		B, C, D,
Communities Mobilizing for Change	Community	x					C
Creating Lasting Family Connections	Families (6 to 12)	x		x		x	A, C, D,
Families And Schools Together (FAST)	Families				x		C,
Family Development Research Project	Families				x		C
Family Effectiveness Training	Families				x		C,
Family Matters	Families	x	x				C
FAN (Family Advocacy Network) Club	Families			x		x	C
Functional Family Therapy	Families	x		x	x		B, E
Home-Based Behavioral Systems Family Therapy	Families				x		C
Houston Parent-Child Development Program	Parents					x	C
Multisystemic Therapy	Parents			x	x		B, C, E
Nurse-Family Partnership	Parents		x				B, C,
Parenting Wisely	Parents				x		C,

Preparing for the Drug Free Years	Parents (4 to 7)	x		x		x	A, B, C, D,
Project Star (Students Taught Awareness and Resistance): Midwestern Prevention Project	Community	x	x	x			B, D, C, E
Schools and Families Educating Children (SAFE Children)	Families					x	C
Stopping Teenage Addiction to Tobacco	Community		x				C
Strengthening Families Program	Families (4 to 6)	x		x	x	x	A, C, D,

APPENDIX D

Research-based Activities (4115 (a)(1)(C)):

The LEA must designate and list the research-based activities (strategies and activities developed by the LEA to supplement the science-based programs listed above) selected from below:

<i>Research-based Activities</i>	
Activities	Research Summaries Supporting Each Activity:
After School Programs	Getting Results Part I, page 77-78
Conflict Mediation/Resolution	Getting Results Part I, page 63-65 Getting Results Part I, page 127-129
Early Intervention and Counseling	Getting Results Part I, page 72 Getting Results Part I, page 100-101 Getting Results Part I, page 106-107
Environmental Strategies	Getting Results Part I, page 73-75 Getting Results Part II, page 47-48 Getting Results Part II, page 76-79 Getting Results Part II, page 89-94
Family and Community Collaboration	Getting Results Part I, page 104-105 Getting Results Part II, page 26-28 Getting Results Part II, page 33
Media Literacy and Advocacy	Getting Results Part II, page 45 Getting Results Update 3, page 22-24
Mentoring	Getting Results Part I, page 49
Peer-Helping and Peer Leaders	Getting Results Part I, page 104-106 Getting Results Update 3, page 43-45
Positive Alternatives	Getting Results Part I, page 79-81 Getting Results Part I, page 104-106 Getting Results Part I, page 108-109
School Policies	Getting Results Part I, page 66-72 Getting Results Part II, page 22-23
Service Learning/Community Service	Getting Results Part I, page 81-83 Getting Results Part II, page 46-47
Student Assistance Programs	Getting Results Part I, page 89-90
Tobacco-Use Cessation	Getting Results Part II, page 28 Getting Results Part II, page 42-43 Getting Results Part II, page 72-74
Youth Development/Caring Schools/Caring Classrooms	Getting Results Part I, page 121-123 Getting Results Part I, page 136-137 Getting Results Part II, page 28 Getting Results Update 1

APPENDIX E

Promising or Favorable Programs							
<p>Either the United States Department of Education's Expert Panel, the University of Colorado's Center for the Study and Prevention of Violence, or the Center for Substance Abuse Prevention has identified the programs listed below as producing a consistent positive pattern of results (CSAP) or have evidence of a deterrent effect (Blueprints) but otherwise did not match all of the criteria established by these agencies to be identified as an exemplary or model program. The code in the last column of the chart provides a quick reference indicating which web sites have information specific to each program.</p> <p>A: < http://www.californiahealthykids.org > (California Healthy Kids Resource Center)</p> <p>B: < http://www.colorado.edu/cspv/blueprints/model/overview.html > (University of Colorado: Blueprints)</p> <p>C: < http://modelprograms.samhsa.gov/model_prog.cfm > (Center for Substance Abuse Prevention)</p> <p>D: < http://www2.edc.org/msc/model.asp > (United States Department of Education: Expert Panel)</p> <p>E: < http://www.gettingresults.org/ > (Getting Results)</p>							
Name	Grade, or Setting	Alcohol	Tobacco	Drug	Violence	Youth Dev.	Web site
Adolescent Alcohol Prevention Trial	5 to 7			x			C
Aggression Replacement Training	School				x		D
Aggressors, Victims, and Bystanders	6 to 9				x		D
Al'sPal's: Kids Making Healthy Choices	Pre K to 2				x		D
Baby Safe (Substance Abuse Free Environment) Hawaii	Families	x	x	x			C
Basement Bums	6 to 8		x				A
Be a Star	K to 6					x	C
Behavioral Monitoring and Reinforcement	7 to 8			x	x		C
Bilingual/Bicultural Counseling and Support Services	Communities	x		x			C
Bully Proofing Your School	K to 8				x		B
CAPSLE (Creating a Peaceful School Learning Environment)	K to 5				x		B
Club Hero	6					x	C
Coca-Cola Valued Youth Program (CCVYP)	School					x	B
Colorado Youth Leadership Project	7	x				x	C
Comer School Development Program (CSDP)	School					x	B
Earls court Social Skills Group Program	K to 6					x	B
Effective Black Parenting Program (EBPP)	Families				x		B
Facing History and Ourselves	7 to 12				x		D
Family Health Promotion	Families	x	x	x		x	C
FAST Track	1 to 6				x		B
Get Real About Violence	K to 12				x		C
Growing Healthy	K to 6	x	x	x			D
Intensive Protective Supervision Program	Community				X		B
Iowa Strengthening Families Program	Family	x					B
Kids Intervention with Kids in School (KIKS)	6 to 12	x	x	x	x	x	C
Let Each One Teach One	Mentoring					x	D
Linking the Interests of Families and Teachers (LIFT)	1 to 5				x		B, C, D
Lion's Quest Working Toward Peace	5 to 9				x		D

Massachusetts Tobacco Control Program	7 to 12		X				C
Michigan Model for Comprehensive School Health Education	K to 12	x	x	x			D
Open Circle Curriculum	K to 5				x	x	D
Parent-Child Assistance Program (P-CAP)	Families	x		x			C
PeaceBuilders	K to 8				x		D
Peacemakers Program	4 to 8				x		D
Peer Assistance and Leadership	9 to 12			x	x		C
Peer Coping Skills (PCS)	1 to 3				x		B
Peers Making Peace	K to 12				x		D
Personal/Social Skills Lessons	6 to 12		x				A
Preventive Intervention	6 to 8			x			B
Preventive Treatment Program	Parents			x	x		B
Primary Mental Health Project	Pre k to 3						D
Project Alive	K to 12		x				A
Project BASIS	6 to 8				x	x	C
Project Break Away	6 to 8		x	x			C
Project Life	9 to 12		x				A
Project PACE	4					x	C
Project SCAT	4 to 12		x				A
Project Status	6 to 12			x	x	x	B
Safe Dates	School				x		B
Say It Straight (SIS) Training	6 to 12	x					D
School Transitional Environmental Program	9 to 12			x	x	x	B
Smokeless School Days	9 to 12		x				A
Social Decision Making and Problem Solving	1 to 6	x			x		D
Social Decision Making and Problem Solving Program (SDM/PS)	K to 5					x	B
Socio-Moral Reasoning Development Program (SMRDP)	School				x		B
Storytelling for Empowerment	6 to 8	x		x			C
Strengthening Hawaii Families	Families			x			C
Strengthening the Bonds of Chicano Youth & Families	Communities	x		x			C
Syracuse Family Development Program	Family				x		B
Teams-Games-Tournaments Alcohol Prevention	10 to 12	x					C
Teenage Health Teaching Modules	6 to 12		x				C, D
Teens Tackle Tobacco! - Triple T	6 to 12		x				A
The Scare Program	School				x		D
The Think Time Strategy	K to 9				x		D
Tinkham Alternative High School	9 to 12					x	C
Tobacco-Free Generations	8 to 12		x				A
Viewpoints	9 to 12				x		B
Woodrock Youth Development Project	K to 8	x	x	x		x	C
Yale Child Welfare Project	Families				x		B

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/14-15 - 100

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **APPROVAL OF 2015-16 DISTRICT BUDGET**
DATE: June 15, 2015

BACKGROUND

Education Code § 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. Additionally, Education Code § 42127(d)(2) states that a budget shall not be adopted before an LCAP for the budget year is approved. Finally, the budget must be approved at a regularly scheduled Board meeting occurring on a date subsequent to that of the public hearing.

A public hearing for the budget was held on June 11, 2015 at the regularly scheduled meeting of the Board of Trustees. The enclosed budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated for any material changes. The budget is updated throughout the year and presented to the Board at first and second interim reporting periods.

RECCOMENDATION

It is recommended that the Board of Trustees approve the budget for fiscal year 2015-16.

kf

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 11, 2015

MINUTES

President Collins 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

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

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

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

- Public Employee Performance Evaluation:
Government Code 54957 and 54957.1
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

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

PLEDGE OF ALLEGIANCE

Mrs. Schultz led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees is pleased to recognize all three of our middle schools and their receipt of the California Gold Ribbon recognition. The Board joined our staff and community in celebrating the amazing work of all three of our middle schools and their recognition by the State Department of Education. Principals Kevin Johnson, Jay Adams and Jennifer Morgan and Assistant Principals Matt Ploski and Mark Holman represented Fulton, Masuda and Talbert Middle Schools in receiving recognition from the Board of Trustees in celebration of this prestigious honor.

CELEBRATION OF GOLD RIBBON SCHOOLS: FULTON MIDDLE SCHOOL, MASUDA MIDDLE SCHOOL AND TALBERT MIDDLE SCHOOL

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board recognized the following ten teachers who have completed the Fountain Valley School District’s rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Sibel Yilmaz, Kelly Rutter, Michael Porzio, Lauren McQuinn, Katie McLemore, Brandon Plummer, Kristin Robertson, Kelly Abedzadeh, Ashley Jones and Jenna Wantink. The District recognized their commitment and hard work as well as that of their mentors who supported them while they completed the program.

CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR BTSA INDUCTION PROGRAM

The Board took a short recess. The public meeting resumed at 7:27pm.

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Scott Martin provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton reviewed the mission statement of the District, an overview of the State economy including State revenue changes in the May Revise, a

BUDGET UPDATE (ORAL AND WRITTEN)

review of highlights of the May Revise and multi-year budget assumptions. Mr. Martin reviewed 2015-16 budget revenue and expenditures, salary as a percentage of revenue and the General Fund balance. Mrs. Fullerton reviewed the components of the Ending Fund Balance, the 2015-16 Budget January Proposal versus the May Revise, risk factors for the future, budget discussions in the Capitol and the budget and LCAP approval timeline.

Mr. Collins thanked Mrs. Fullerton for her presentation this evening. Mrs. Fullerton in turn also thanked Mr. Martin, Mrs. McCombs, Mrs. Bui and Ms. Nhek for their work in preparing this information accurately and timely for the Board’s review. She noted the great amount of work that goes on behind the scenes to prepare and her appreciation of their efforts. Mr. Collins noted the Board’s appreciation for this as well.

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission’s proposed budget for 2015-16. The Public Hearing shall be held on June 18, 2015 at 4:30 pm. Public input will be welcomed.

**ANNOUNCEMENT OF
PUBLIC HEARING FOR
PERSONNEL
COMMISSION BUDGET
(WRITTEN ONLY)**

PUBLIC HEARINGS

A public hearing was held for the purpose of discussing the proposed 2015-16 final budget prior to approval by the Board of Trustees. Public input was welcomed. There were no requests to speak and the public hearing was closed.

**PUBLIC HEARING FOR
2015-16 BUDGET**

The Board of Trustees held a public hearing for the purpose of receiving public comment on the Local Control Accountability Plan. Public input was welcomed. There were no requests to speak and the hearing was closed.

**PUBLIC HEARING ON
LOCAL CONTROL
ACCOUNTABILITY PLAN
(LCAP) (EDUCATION
CODE SECTION 52062)**

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen’s activities since the last meeting included: Rotary Most Improved Student recognition, Coronet Awards for FVHS, third and fourth Facilities Committee meetings, Cox Open House, Rotary Teacher Recognition, concert at Masuda with Cox and Plavan, a tour of M&O, and Masuda Middle School awards ceremony.

Mrs. Schultz’s activities since the last meeting included: Classified Employee Recognition Night and pizza party, OCSBA

Fiscal Seminar at OCDE, Tamura 50th Anniversary Celebration, Open House at Gisler, teacher retirement and years of service recognition, a tour of M&O, and observation of two meetings of the Facilities Committee. She noted as well that the Gisler Carnival will be tomorrow at 4pm.

Mrs. Galindo's activities since the last meeting included: SPC meeting, OCSBA Fiscal Seminar at OCDE, Tamura 50th Anniversary Celebration, Open House at Oka, Rotary Teacher recognition, teacher retirement and years of service recognition, meeting with Dr. Johnson and Mrs. Fullerton regarding the Board workshop on Fund 40 and Plavan's performance of *Beauty and the Beast*.

Mrs. Crandall congratulated Mrs. Fogarty on her appointment as Administrative Secretary, Business. She also congratulated all three middle schools on their Gold Ribbon School recognitions. Her activities since the last meeting included: OCSBA Fiscal Seminar at OCDE, Classified Recognition Night, Rotary Teacher recognition, teacher retirement and years of service recognition, Arts and Learning Conservatory concerts with Cox, Plavan, Courreges, Newland, Tamura, Oka and Gisler, middle school band and orchestra concert, retirement celebration for Ms. Lima, Tamura 50th Anniversary Celebration, Open House at Courreges, Courreges check presentation to CHOC hospital, Talbert Pancake breakfast, Plavan performance of *Beauty of the Beast*, superintendent validation visit with Cypress School for Anne Silavs, two facility committee meetings, Mayor's Breakfast, FV Chamber of Commerce Legislative Reception, OCDE Michael Fullan presentation, CSBA webinars regarding adequately funding schools, and superintendent and board relationships, and participation in the new math textbook trainings with teachers.

Mr. Collins noted in addition to those events already mentioned, his activities since the last meeting included: CSBA Delegate Assembly, Rotary Most Improved Student recognition, Gold Ribbon Schools recognition event honoring all three of our middle schools, a dance performance by HBAPA, award ceremonies and recognitions, Talbert Pancake breakfast, quarterly meeting with the City of Huntington Beach, agenda planning meeting with Dr. Johnson and Plavan's performance of *Beauty and the Beast*. He seconded Mrs. Schultz' mention of the Gisler Carnival tomorrow from 4-8pm and thanked the board for their service.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve Adoption of Resolution 2015-25: Authorizing the Investment of District Funds Pursuant to Education Code 41015 and Authorizing the Execution of an Investment Agreement with the Orange County Treasurer Tax Collector.

ADOPTION OF
RESOLUTION 2015-
25: AUTHORIZING
THE INVESTMENT
OF DISTRICT FUNDS
PURSUANT TO
EDUCATION CODE
41015 AND
AUTHORIZING THE
EXECUTION OF AN
INVESTMENT
AGREEMENT WITH
THE ORANGE
COUNTY
TREASURER TAX
COLLECTOR
CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mr. Cunneen

Vote: 5-0

Mrs. Crandall requested that Item 8-M Proposal for Participation in Research Study with University of California, Irvine be pulled for separate vote.

Motion: Mrs. Schultz moved to approve the Consent Calendar with the exception of Item M Proposal for Participation in Research Study with University of California, Irvine.

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Crandall moved to approve Item 8M Proposal for Participation in Research Study with University of California, Irvine.

Second: Mrs. Galindo

Mrs. Crandall summarized the proposal for the study, noting that the results of this study have the potential to raise the standard of care provided to students with chronic medical conditions, and although there are currently a small number of robots deployed in classrooms throughout the county, the project at FVSD would have the first research piece attached to the project. This is a

forward thinking project and she noted her appreciation that we will have an opportunity to be a part of it for the betterment of student inclusion.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the May 6th special meeting
- Board Meeting Minutes from the May 14th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Receipt of Classified School Employee Association, #358 Initial Proposal for 2015-2016
- Presentation of Fountain Valley School District's 2015-2016 Initial Proposal to Classified School Employee Association, #358
- West Orange County Consortium 2015 Local Plan
- Contract for Professional Development Services with Kate Consella, Ed.D. and Jennifer Finney-Ellison
- Contract for Professional Development Services with Kathy Bumgardner
- Proposal for Participation in Research Study with University of California, Irvine
- Visible Learning Training at the Orange County Department of Education

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked Mrs. Fullerton and Mr. Martin for their work and presentation on the budget this evening. He thanked Ms. Silavs and Dr. Hoefler for their work in developing the LCAP. He highlighted our relationship with the Arts and Learning Conservatory, noted having the pleasure of attending each elementary concert and witnessing the great growth we have seen in just a few short months. He noted as well the exceptional work of our middle school orchestra instructors and students. He thanked Mrs. Benson and Mrs. Rassey for their number of years of service to our students and wished them both well in retirement. He thanked

Fountain Valley Rotary for their partnership and dedication to our district and students. He thanked our staff and students for their hard work this year and our parents for their support as we begin to close in on the end of the year. He wished everyone a wonderful and safe summer.

Mr. Collins Thanked Mr. Johnson, Mr. Ploski, Ms. Martin and Mr. Eldridge for staying with us until the end this evening.

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 8:37pm.

Second: Mr. Cunneen

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 25, 2015**

1.0 EMPLOYMENT FUNCTIONS

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Best, Chelsea	Special Education	Newland	06/18/2015
1.1.2	Hastings, Jessica	Resource Specialist	Oka	06/18/2015

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	Gibbs, Susan	School Psychologist	Cox/Tamura	06/26/2015

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE MODIFIED DAY CALENDAR AND SPORT TOURNAMENT CALENDAR FOR 2015- 2016 SCHOOL YEAR (see attachments).

2.0 EMPLOYMENT FUNCTIONS

- 2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Kieu, Linh	Masuda	Custodian	05/11/2015

- 2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Phan, Lynna	Oka	IA	01/21/2015

- 2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2015 SUMMER CAMP CLASSIFIED EMPLOYEES BETWEEN THE DATES OF 6/22/15– 8/28/15:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>
2.3.1	Larios, Vanessa	Asst. Coordinator
2.3.2	Calvert, Cathy	Recreation Leader
2.3.3	Cortez, Melissa	Recreation Leader
2.3.4	Hughes, Mechele	Recreation Leader
2.3.5	Kiesel, Janice	Recreation Leader
2.2.6	Lamm, Carolyn	Recreation Leader
2.3.7	Reagan, Nichole	Recreation Leader

2.3.8	Rodriguez, Lydia	Recreation Leader
2.3.9	Tomita, Alice	Recreation Leader
2.3.10	Vu, David	Recreation Leader
2.3.11	Winmaw, Chitsaya	Recreation Leader
2.3.12	Covington, Tiffany	Asst. Coordinator
2.3.13	Bennett, Sam	Recreation Leader
2.3.14	Burns, Megan	Recreation Leader
2.3.15	Gutierrez, Crystal	Recreation Leader
2.3.16	Hopkins, Debbie	Recreation Leader
2.3.17	Sanchez, Carissa	Recreation Leader
2.3.18	Tran, Jimmy	Recreation Leader
2.3.19	Wickham, Tamara	Recreation Leader
2.3.20	Hendershot, Erin	P/S Instructor
2.3.21	Rico, Monique	P/S Instructor
2.3.22	Barber, Roxanne	P/S Instructor
2.3.23	Tokarz, Amber	P/S Instructor
2.3.24	Russo, Donna	P/S Aide
2.3.25	Kraus, Barbara	P/S Aide
2.3.26	Perez, Natalie	P/S Aide
2.3.27	Ledezma, Candelaria	P/S Aide
2.3.28	Crooks, Sharon	P/S Aide
2.3.29	Presson, Juli	P/S Aide
2.3.30	Smith, Damon	Custodian

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	Ian Collins	CSBA Delegate assembly	San Diego, Ca	Actual & Necessary	012719166-5210	12/ 2-3, 2015
3.2	Ian Collins Jeanne Galindo Sandra Crandall Lisa Schultz Jim Cuneen Mark Johnson	CSBA Annual Education Conference	San Diego, Ca	Actual & Necessary	012719166-5210 012719165-5210	12/ 3-5, 2015

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: ALL CERTIFICATED EMPLOYEES
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: 2015-2016 Calendar of Modified Days and Staff Development Days
DATE: June 1, 2015

Please be advised of the following designations for modified day for the 2015-2016 School Year.

September

- 10 Teacher Planning
17 Back-to-School K-5/Site Planning 6-8
24 Back-to-School 6-8/Site Planning K-5

February

- 4 Site Planning
10-12 Parent Conferences
18 Teacher Planning
25 Site Planning/Special Ed

October

- 1 Teacher Planning
8 Site Planning/Special Ed
15 Site Planning
22 Teacher Planning
26-30 Parent Conferences

March

- 3 Teacher Planning
10 Report Card Prep 6-8/Teacher Planning K-5
17 Report Card Prep K-5/Teacher Planning 6-8
24 Site Planning

November

- 5 Site Planning
12 Teacher Planning
19 Site Planning

April

- 7 Site Planning
14 Teacher Planning
21 Site Planning
28 Teacher Planning

December

- 3 Report Card Prep 6-8/Site Planning K-5
10 Report Card Prep K-5/Site Planning 6-8
17 Teacher Planning

May

- 5 Site Planning
12 Open House K-5/Teacher Planning 6-8
19 Open House 6-8/Teacher Planning K-5
26 Site Planning
31 FVEA Association Modified Day

January

- 7 Site Planning
14 Teacher Planning
21 Site Planning
28 Teacher Planning/Special Ed

June

- 2 Site Planning
9 Teacher Planning
16 Report Card Prep K-8
21-23 Teacher Planning

Teacher Planning

Teacher remains on campus for the purpose of lesson planning, classroom management duties, progress/report card preparation, etc. Grade level and/or department meetings may be held when necessary.

Site Planning

Principal/District staff development or site meetings.

- Week of October 19th Send progress reports home.
Week of December 14th Send report cards home.
Week of February 1st Send progress reports home.
Week of March 21st Send report cards home.
Week of May 9th Send progress reports home.
June 23rd K-8 Send report cards home.

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL

TO: All Schools
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Sport Tournament Dates**
DATE: June 16, 2015

Please note the tournament dates for the *2015-2016* School Year. Those attending require many substitutes and buses. As you plan school calendars, avoid scheduling activities, which require substitutes on these days.

<u>DATE</u>	<u>ACTIVITY</u>	<u>LOCATION</u>
Wednesday, 11/18/2015	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 02/10/2016	VOLLEYBALL	FULTON MIDDLE SCHOOL
Wednesday, 04/13/2016	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 05/25/2016	TRACK and FIELD	FULTON MIDDLE SCHOOL

Board Approved: June 25, 2015

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JUNE 25, 2015**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing - Check Numbers 69536 - 69728
Dates: 6/2/2015 - 6/15/2015

Fund 01	General Fund	171,945.15
Fund 12	Child Development	14,988.70
Fund 13	Cafeteria	61,508.74
Fund 25	Capital Facilities	
Fund 40	Special Reserves	12,371.34
Fund 68	Worker Comp	
Fund 69	Insurance	58,729.81
TOTAL		319,543.74

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2015**

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4343	SOCAL SHRED LLC	180.00	180.00	012869390 5899	Maintenance / Other Operating Expenses
I20M4344	ORANGE COUNTY PUMPING INC	450.00	450.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4345	GRAINGER INC.	1,397.09	1,397.09	012869390 4450	Maintenance / RPLC Equip \$500-\$5000 Machiner
I20M4355	CRANDALL'S PLUMBING INC.	120.00	120.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4356	TRUCPARCO	180.39	180.39	012899390 4343	Gardening / Gardening Supplies
I20R1557	SCHOOL SPECIALTY	37.00	37.00	012059385 4325	Publications / Office Supplies
I20R1558	HILLYARD / LOS ANGELES	10,467.96	10,467.96	012859385 4410	Warehouse / Fixed Assets \$500-\$5000
I20R1561	SCHOOL HEALTH CORPORATION	470.28	470.28	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
I20R1563	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1564	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1565	LAKESHORE LEARNING MATERIALS	45.00	45.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1566	OFFICE DEPOT	30.00	30.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1567	APPLE COMPUTER ORDER DEPARTMEN	20.52	20.52	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
I20R1568	ORANGE COUNTY DEPARTMENT OF ED	525.00	525.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
I20R1569	ORANGE COUNTY DEPARTMENT OF ED	700.00	700.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
I20R1570	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1571	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1572	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R1573	ORANGE COUNTY REGISTER	35.10	35.10	012849380 4325	Fiscal Services / Office Supplies
I20R1576	ORANGE COUNTY DEPARTMENT OF ED	600.00	600.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R1577	CLIFFORD MOSS LLC	7,500.00	7,500.00	012719165 5813	Superintendent / Consultant
I20S8052	123 OFFICE SOLUTIONS INC.	2,959.41	-564.63	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	26,092.75	22,568.71		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2015**

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R1574	SUNSET SCREEN PRINTING	2,227.72	2,227.72	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
	Fund 12 Total:	2,227.72	2,227.72		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2015**

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R1560	CALIFORNIA DEPARTMENT OF EDUCA	106.60	106.60	133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:	106.60	106.60		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/25/2015

FROM 06/03/2015

TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R1575	RETRO-TECH SYSTEMS INC.	43,735.36	43,735.36	404839380 6299	Energy Efficient Project / Other Building & Improvement
	Fund 40 Total:	43,735.36	43,735.36		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/25/2015**

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			68,638.39		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/25/2015

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4022	HOME DEPOT	11,000.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20R0999	PITNEY BOWES INC.	5,427.00	+500.00	012719385 4325	Purchasing / Office Supplies
I20S8047	SOUTHWEST SCHOOL AND OFFICE SU	344.52	-18.36	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8052	123 OFFICE SOLUTIONS INC.	2,959.41	-564.63	011000000 9320	Revenue Limit - State Revenues / STORES
I20R1315	SAMS CLUB	700.00	+160.00	123206398 4710	ESP Summer Camp-Food / Food
Fund 12 Total:			+160.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 06/25/2015

FROM 06/03/2015 TO 06/16/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+1,077.01		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2015 64

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	81,034.00	81,715.00
2100	INSTRUCTIONAL AIDES' SALARIES	10,729.00	8,909.00
3101	STRS-CERTIFICATED POSITIONS	7,195.00	7,248.00
3201	PERS-CERTIFICATED		12.00
3202	PERS-CLASSIFIED	2,773.00	803.00
3313	MEDICARE-CERTIFICATED	1,244.00	1,184.00
3314	MEDICARE-CLASSIFIED	144.00	136.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	161.00	217.00
3355	OASDI-CERTIFICATED		6.00
3356	OASDI-CLASSIFIED	1,437.00	609.00
3501	SUI-CERTIFICATED	41.00	40.00
3502	SUI-CLASSIFIED	4.00	6.00
3601	WORKERS'COMP-CERTIFICATED	1,831.00	1,846.00
3602	WORKERS'COMP-CLASSIFIED	225.00	212.00
4300	MATERIALS & SUPPLIES	1,013.00	24,353.00
4400	NONCAPITALIZATION EQUIPMENT	1,000.00	7,748.00
5200	TRAVEL & CONFERENCES		500.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	52,000.00	79.00
5600	RENTAL,LEASE,REPAIR & NON CAP		48,700.00
5800	PROF/CONS SERV & OPER EXPENSE	8,357.00	20,262.00
6100	SITES AND IMPROVEMENT OF SITES		5,345.00
6200	BUILDING AND IMPROVE OF BLDGS	6,262.00	
7142	Excess Costs/County Offices	17,738.00	310.00
8000	REVENUE LIMIT SOURCES	85,515.00	170,026.00
8200	FEDERAL INCOME		10,133.00
8600	LOCAL INCOME	15,000.00	12,650.00
9740	RESTRICTED BALANCE	10,757.00	
9789	RESERVE FOR ECONOMIC UNCERTAIN		3,269.00
9790	UNASSIGNED/UNAPPROPRIATED	112,083.00	194,813.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2015 64

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		416,543.00	601,131.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 65

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	500.00	2,100.00
3202	PERS-CLASSIFIED	341.00	82.00
3314	MEDICARE-CLASSIFIED		10.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		38.00
3356	OASDI-CLASSIFIED	180.00	43.00
3602	WORKERS'COMP-CLASSIFIED		16.00
4300	MATERIALS & SUPPLIES		4,373.00
4700	FOOD		2,600.00
8600	LOCAL INCOME		11,120.00
9740	RESTRICTED BALANCE		2,879.00
Subfund Total:		1,021.00	23,261.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 58

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	84,949.00	34,212.00
1300	SUPERVISION AND ADMINISTRATORS	34,505.00	35,817.00
2100	INSTRUCTIONAL AIDES' SALARIES		283.00
2200	CLASSIFIED SUPPORT	1,492.00	34,392.00
2400	CLERICAL & OFFICE SALARIES	7,200.00	4,403.00
2900	OTHER CLASSIFIED SALARIES		17,628.00
3101	STRS-CERTIFICATED POSITIONS	11,844.00	5,460.00
3201	PERS-CERTIFICATED		75.00
3202	PERS-CLASSIFIED	847.00	2,646.00
3313	MEDICARE-CERTIFICATED	1,716.00	991.00
3314	MEDICARE-CLASSIFIED	102.00	801.00
3353	ARP-CERTIFICATED	43.00	5.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		611.00
3355	OASDI-CERTIFICATED	3.00	6.00
3356	OASDI-CLASSIFIED	446.00	1,395.00
3501	SUI-CERTIFICATED	54.00	31.00
3502	SUI-CLASSIFIED	3.00	31.00
3601	WORKERS'COMP-CERTIFICATED	2,680.00	1,550.00
3602	WORKERS'COMP-CLASSIFIED	163.00	1,248.00
4100	TEXTBOOKS	273,174.00	295,540.00
4300	MATERIALS & SUPPLIES	57,495.00	127,538.00
4400	NONCAPITALIZATION EQUIPMENT	957.00	146,260.00
5200	TRAVEL & CONFERENCES	512.00	14,884.00
5400	INSURANCE		3,472.00
5600	RENTAL,LEASE,REPAIR & NON CAP	4,723.00	16,200.00
5800	PROF/CONS SERV & OPER EXPENSE	287,013.00	26,156.00
5900	COMMUNICATIONS	2,450.00	111.00
6400	EQUIPMENT	21,801.00	32,371.00
9790	UNASSIGNED/UNAPPROPRIATED	82,007.00	72,062.00

FOUNTAIN VALLEY SD
Transfer of Funds

Reference #:
2015 58

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:		876,179.00	876,179.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 59

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	3,030.00	1,723.00
2200	CLASSIFIED SUPPORT		49.00
2400	CLERICAL & OFFICE SALARIES		204.00
3202	PERS-CLASSIFIED	4,970.00	139.00
3314	MEDICARE-CLASSIFIED	32.00	17.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		520.00
3356	OASDI-CLASSIFIED	2,618.00	74.00
3502	SUI-CLASSIFIED	1.00	3.00
3602	WORKERS'COMP-CLASSIFIED	50.00	28.00
4300	MATERIALS & SUPPLIES		24,167.00
4400	NONCAPITALIZATION EQUIPMENT		7,298.00
4700	FOOD	300.00	1,215.00
5200	TRAVEL & CONFERENCES	851.00	2,270.00
5600	RENTAL,LEASE,REPAIR & NON CAP		130.00
5800	PROF/CONS SERV & OPER EXPENSE	10,556.00	3,333.00
9740	RESTRICTED BALANCE	18,762.00	
Subfund Total:		41,170.00	41,170.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 60

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		43.00
4400	NONCAPITALIZATION EQUIPMENT	1,043.00	
5200	TRAVEL & CONFERENCES		1,000.00
Subfund Total:		1,043.00	1,043.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 61

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
6200	BUILDING AND IMPROVE OF BLDGS	701.00	
9780	OTHER ASSIGNMENTS		701.00
Subfund Total:		701.00	701.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 62

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

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

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		1,722.00
4400	NONCAPITALIZATION EQUIPMENT	56.00	
5600	RENTAL,LEASE,REPAIR & NON CAP	2,348.00	
5800	PROF/CONS SERV & OPER EXPENSE		58,121.00
6100	SITES AND IMPROVEMENT OF SITES		25,798.00
6200	BUILDING AND IMPROVE OF BLDGS	54,017.00	83,867.00
9780	OTHER ASSIGNMENTS	113,087.00	
Subfund Total:		169,508.00	169,508.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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

2015 63

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		1,259.00
4400	NONCAPITALIZATION EQUIPMENT		518.00
9790	UNASSIGNED/UNAPPROPRIATED	1,777.00	
Subfund Total:		1,777.00	1,777.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 25, 2015.

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 SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.k12.ca.us

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: Legal Services Provided by Best Best & Krieger LLP, Attorneys at Law

DATE: June 16, 2015 – for June 25, 2015 Board Meeting

BACKGROUND

Best Best & Krieger LLP, Attorneys at Law, will provide legal services to include, upon request, legal advice, consultation and representation relating to any and all aspects of the District's special educational concerns. The District shall agree to pay \$235.00 per hour for services rendered. Law Clerks and paralegals shall be billed at \$135.00 per hour. Fees shall not exceed \$35,000 total.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2015 through June 30, 2016 and authorize the Superintendent or designee to sign all documents.

sb



BEST BEST & KRIEGER 
ATTORNEYS AT LAW

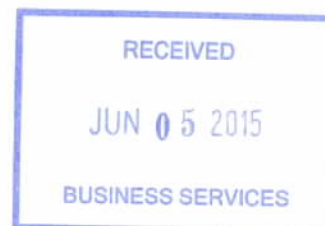
Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 686-1450

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Karen Van Dijk
(949) 263-6563
Karen.VanDijk@bbklaw.com

May 29, 2015



VIA FACSIMILE AND MAIL

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

Re: Retainer Agreement with Best Best & Krieger LLP

Dear Ms. Fullerton:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fountain Valley School District (“FVSD” or “District”). Specifically, Best Best & Krieger LLP will be representing you in connection with various special education matters. This letter constitutes our agreement setting the terms of Best Best & Krieger LLP’s representation of FVSD on special education matters that currently exist or that might arise in the future for which FVSD seeks representation by Best Best & Krieger LLP.

TERM

The term of representation shall be effective from July 1, 2015 through June 30, 2016. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, FVSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

May 29, 2015
Page 2

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your District. Similarly, the District's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your agency. Based on our recent conflict check, we can represent your District, as there does not appear to be any conflicts that have been identified.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services rendered by attorneys under this agreement at the rate of \$235.00 per hour. Law clerks and paralegals shall be billed at \$135.00 per hour. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FVSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees do not include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postage charges, and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and other office costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to FVSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorney's fees in the matters that our office will be handling. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

May 29, 2015
Page 3

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring any case to you or your new counsel. By the same token, we reserve the right to terminate our services with you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us on any matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your files maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in connection with special education matters. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Kareh Van Dijk
BEST BEST & KRIEGER LLP

cc: Cara Robinson
Sheila Blain

AGREED AND ACCEPTED:

By: _____
Christine Fullerton, Assistant Superintendent

Dated: _____

SO 2014-15/B15-50
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson
SUBJECT: **Retainer Agreement for Legal Services in 2015-16 School Year with
the Law Offices of Margaret A. Chidester & Associates**
DATE: March 27, 2014

Background:

The Law Offices of Margaret A. Chidester & Associates will be retained for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property and governance issues.

Recommendation:

It is recommended that the Board of Trustees approve the retainer agreement for legal services in 2015-16 with the Law Offices of Margaret A. Chidester & Associates.

/rl

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 102

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Heartland Payment Systems Contract**
DATE: June 15, 2015

Background

The District's child care program processes hundreds of payments each month for various programs such as extended school, child development preschool, summer camp and outdoor education. Heartland Payment Systems offers a service which would allow parents to pay for District child care programs electronically on-line.

Under this service parents can go on-line and pay monthly tuition. There is no charge to the District. Parents pay a 3.85% convenience fee, however parents still have the option to pay by check or cash with no fee. Payments are processed and deposited into the District's bank account each night.

This service addresses parents' request for the ability to make on-line payments as well as creates efficiencies within the child care department, reducing the number of checks that are processed manually each month. The District's food services department has been using Heartland's services for the past several years to process school lunch payments. The child care program service would be very similar and would share the same existing website.

Recommendation

It is recommended that the Board of Trustees approve the attached contract with Heartland Payment Systems and authorize the Superintendent or designee to sign all documents.



K-12 MERCHANT PROCESSING AGREEMENT
 Card Only ACH Only Dual

HEARTLAND CONTACT INFORMATION

RM: Kirk Yanish Phone: 800-423-2113 Fax: _____
 Affiliate/Partner ID : K12 Affiliate Name: MySchoolBucks Current MID: _____

COMPANY INFORMATION

Merchant DBA Name: Child Care Programs DBA Phone#: 714-962-4099
 Address: 9625 Warner Ave # Locations: N/A
 City: Fountain Valley State: CA Zip: 92708
 CS Phone #: _____ Fax #: _____
 Primary Contact Name: _____ Phone #: _____
 Secondary Contact Name: (optional) Phone #: (optional)
 Email Address: HSSActivations@e-hps.com
(Heartland InfoCentral Admin User Email Address)
 Email Contact: First Name: HSS Admin Support Last Name: N/A
 Website Address: _____
 District Name: Fountain Valley School District Federal Tax ID / EIN: _____
(Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)
 Address: 10055 Slater Ave Phone #: 714-843-3200
 City: Fountain Valley State: CA Zip: 92708

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: \$25,000	Average Ticket: \$45
Visa	3.85%	¢	0¢ 0¢		<input type="checkbox"/> Service Fee (Pass Through/Single Transaction) <input type="checkbox"/> COST PLUS	High Ticket: \$45
MasterCard	3.85%	¢				
Discover/JCB	3.85%	¢				
PIN Debit*					*Plus Applicable Debit Network Fees	

RECURRING FEES

Chargeback Fee:	\$0	Voice Authorization Fee:	\$0	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Daily Net
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SETTLEMENT

INTERCHANGE QUALIFICATION

CARD ACCEPTANCE

DEPOSIT METHOD

<input checked="" type="checkbox"/> MOTO / Internet <input type="checkbox"/> Retail <input type="checkbox"/> Small Ticket	<input checked="" type="checkbox"/> All Cards Accepted	<input checked="" type="checkbox"/> Standard
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ACH FEE SCHEDULE

Transaction Fee (Dial or IP)	3.85¢	¢	Annual ACH Volume: \$2,500	Average ACH Amount: \$21.00
Monthly Fee		\$0	Average # of ACH Transactions per Month: 40	
Return Item Fee		\$0	Max ACH Limit: 1000.00	
Re-presentation: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Limitation of 2 per NACHA guidelines)				Re-presentation Fee: \$N/A
<input checked="" type="checkbox"/> K12-OnePay Program Fee: Single: \$12.95 Multi: \$26.95			ACH Settlement Method: <input checked="" type="checkbox"/> Daily Net <input type="checkbox"/> Monthly Net	

MERCHANT DETAIL

Type of Business: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Date Business Started: 01/01/1900	Business is Conducted: 100% Consumer
Type of Ownership: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> L.L.C.	Do you process web based sales through HPS: Yes	
Has your business experienced a cardholder account data compromise: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, what was the date of the compromise: <u>N/A</u> Note: A copy of the completed Forensic Investigation is required with Application.	
What Products and / or Services do you provide: Payment for nutrition and school fees		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1 st and 15 th):		N/A
Define your Refund Policy: Managed by Heartland School Solutions		

MERCHANT DETAIL (continued)			
Sales Method		Card Processing Method	
On Premise Face to Face Sales	0%	Mail Order Sales	0%
Off Premise Face to Face Sales	0%	Real-Time Internet	0%
Inbound Telephone Order Sales	0%	Internet (keyed)	100%
Outbound Telephone Order Sales	0%	Recurring Billing	0%
		Total = 100%	
		ACH Processing Method	
		PPD 0%	WEB 100%
What percentage of your Bankcard volume is future delivery		0 %	CCD 0% TEL 0%

STATEMENT OPTIONS		DISPUTE LETTERS	
Statement Type:	<input checked="" type="checkbox"/> Standard	Mail Options:	<input type="checkbox"/> Legal <input checked="" type="checkbox"/> DBA
Mail Statements To:	<input checked="" type="checkbox"/> Suppress Stmt <input type="checkbox"/> District	Electronic Options*	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax (*Select mail option as backup)
<input checked="" type="checkbox"/> All Electronic Communications (Including ACH Returns):			
<input checked="" type="checkbox"/> Same Email as InfoCentral <input type="checkbox"/> Preferred Email Address: HSSActivations@e-hps.com			

AUTHORIZED SIGNER(S) INFORMATION			
(1) District/Authorized Signer Name:		Title:	
SSN: N/A		Driver's License #:	N/A
Home Address N/A	City: N/A	ST: N/	Zip: N/A
(2) District/Authorized Signer Name: (Optional)		Title: (Optional)	
SSN: N/A		Driver's License #:	N/A
Home Address: N/A	City: N/A	ST: N/	Zip: N/A

DEBIT / CREDIT AUTHORIZATION			
By signing below, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account and validates the accounts are in good standing. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.			
Depository Bank Name:		Phone #:	
City:		ST:	Zip:

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL	
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input checked="" type="checkbox"/> Both	

	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL	
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	N/A

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL	
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input checked="" type="checkbox"/> Both	

	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL	
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	N/A

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION			
Has your District filed Bankruptcy, had Judgments or Liens within the last 3 years: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of this Application. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated as a Visa, MasterCard, Discover or American Express Merchant.			
X			
(1) Authorized Signer Signature	Print Name & Title	Date	
X	(Optional)		
(2) Authorized Signer Signature	Print Name & Title	Date	
X	N/A		
Witness Signature	Print Name & Title	Date	
THE TERM OF THIS AGREEMENT IS 36 MONTHS			



Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at www.HeartlandInfoCentral.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

_____	_____	_____
Merchant Signature	Printed Name	Date
	(optional)	
_____	_____	_____
Merchant Signature	Printed Name	Date

Site Inspection

I hereby verify that (check one)

- This District and their locations have the proper facilities, equipment, inventory, and proper accreditation certificates required to conduct the business.
- I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed:

_____	_____	_____
Inspected By: Signature	Printed Name	Date

It is required that the following questions be completed.

Is business signage present: Yes No Describe signage: N/A

Number of Terminals: N/A Locations: N/A Are card acceptance logos displayed for easy view: Yes No

If this is an additional location to an existing HPS merchant under the same District, was a site inspection performed on any of the locations? Yes No

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 103

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Sungard Human Resources Contract Renewal**
DATE: June 15, 2015

Background

Sungard HR Agreement # 39389- Amendment 2

The Orange County Department of Education (OCDE) provides system as well as software support for the District's Sungard Human Resources package. This contract is renewed annually. The cost for the 2015-16 school year is \$29,174. This is an increase of \$1,389 over the prior year.

Recommendation

It is recommended that the Board of Trustees approve Agreement Number 39389 – Amendment 2 with the Orange County Department of Education and authorize the Superintendent or designee to sign all documents.

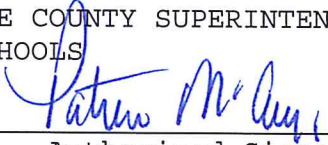
AMENDMENT #2
FOUNTAIN VALLEY SCHOOL DISTRICT
HUMAN RESOURCES APPLICATION
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into April 26th, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Twenty-nine thousand one hundred seventy-four dollars (\$29,174.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2015-2016. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. Annual Human Resources Application software support service fees will be evaluated annually for possible upward or downward adjustments. SUPERINTENDENT will provide DISTRICT written notice of the annual Human Resources Application software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period. Renewal fees shall be based on the actual costs incurred by SUPERINTENDENT to support the Human Resources Application software.

1 2.0 Except as expressly herein amended, including any amendments
2 thereto, said AGREEMENT shall in all respects be and remain in full
3 force and effect.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5	DISTRICT: FOUNTAIN VALLEY SCHOOL	ORANGE COUNTY SUPERINTENDENT
	DISTRICT	OF SCHOOLS
6		
7	BY: _____ Authorized Signature	BY: _____ Authorized Signature
8	PRINT NAME: _____	PRINT NAME: <u>Patricia McCaughey</u>
9	TITLE: _____	TITLE: <u>Coordinator</u>
10	DATE: _____	DATE: <u>MAY 7 2015</u>

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FVSD-Bi-Tech HR 2015-2016 (39389) Amend#2
ZIP4 (MLS)

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 104

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **E-rate Consultant Contract**
DATE: June 15, 2015

Background

Under the Federal Communicating Commission (FCC), E-rate is a program which has been assisting schools and libraries in obtaining affordable telecommunications and internet access since 1998. The program provides discounts from 20% to 90% depending on certain criterion. Each year the District contracts with a consultant to help file the correct forms and navigate the changing regulations of this program.

The FCC is in the process of redefining the E-rate program to be more in line with the current technology infrastructure needs of schools and libraries. These changes dubbed "E-rate 2.0" have increased reporting responsibilities. The attached contract is for the 2015-16 fiscal year. The base contract amount is \$11,300 with an addition 6% added for applications under the new category two (WiFi related) regulations. The increase to the District over the previous year is the 6%. The entire contract is capped at \$15,000 meaning the increase over the prior year contract cannot exceed \$3,700.

Recommendation

It is recommended that the Board of Trustees approve attached E-rate consulting contract and authorize the Superintendent or designee to sign all documents.



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fountain Valley School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category One services only
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN)Change Requests
 - Service Substitution Requests
 - Service Certifications (standard):
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
 - Invoice reconciliation for previous funding year disbursements
2. Act as District’s main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$11,300** plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **\$15,000** ("C2 Amounts").

Invoices for the Base Amount will be provided monthly beginning at final execution and continue through June 30, 2016.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** July 1, 2015 (or date of execution as shown below, whichever is later) through June 30, 2016.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.

A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category Two services
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- On-site Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software.** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10 year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.45 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, _____ This _____ day of _____, 2015.



_____, Vice President
David T. Cichella

_____, Title _____

_____, Print Name
Fountain Valley School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2015 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fountain Valley School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018 are resolved or June 30, 2019. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Fountain Valley School District

Name: _____

Print Name: _____

Title: _____

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL**

M E M O R A N D U M

TO: Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

DATE: June 11, 2015

BACKGROUND

In March of 2014, Fountain Valley School District received a report from Fiscal Services and Management Assistance Team (FCMAT) which provided a review of the special education division. The findings shared with the School Board included a recommendation to eliminate all Speech/Language Pathology Assistant (SLPA) positions to maximize the caseload cap of Speech/Language Pathologists (certificated positions) to 55 students. According to the independent audit, SLPAs add "... a program enhancement and...is not a fiscally sound practice."

While reviewing the program recommendations, the District opted not to fill two SLPA positions following retirement last year. In addition, a recent decision was made to retain the remaining five positions and avoid further staff reduction in the number of staff; however, a reduction in their hours is proposed for next year - to 30 hours/week. Two SLPAs are currently at 37.5 hours/week, and three at 35 hours/week. They will all retain full benefits status and the new work schedule will still cover school hours.

Notice to the person serving in the position affected by this layoff shall be in accordance with Education Code 45117, Article XI, Section 2.A. of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACT

The following classified positions in the Speech/Language Pathology Assistant classification shall be reduced following the required 60 day notice (as of September 1, 2015):

<u>Site</u>	<u>Current hours/week</u>	<u>Proposed hours/week</u>
Courreges	37.5	30
Fulton	35	30
Masuda	35	30
Newland (2)	37.5, 35	30

RECOMMENDATION

It is recommended that the Board of Trustees reduce the services of the positions so designated on the effective date as listed above.



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Mark Johnson, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES
WITH THE UNIVERSITY OF CALIFORNIA, IRVINE***
DATE: June 12, 2015

BACKGROUND INFORMATION:

In July 2014, the State Board of Education approved a new framework for English Language Arts (ELA) and English Language Development (ELD) aligned to the new Common Core State Standards and the new California English Language Development Standards.

The University of California, Irvine, provides a variety of professional development offerings through the California Reading Literacy Project, including a series for site and district administrators on the new ELA/ELD framework.

If approved by the Board of Trustees, site and district administrators will participate in an eight-session administrator PLC designed to deepen staff understanding of the new framework and support its successful implementation. Meetings will be held monthly at the District Office in collaboration with Huntington Beach City, Ocean View, and Westminster School Districts.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract for professional development services with the University of California, Irvine.

**Sales and Service Agreement
Between
Fountain Valley School District
and
The Regents of the University of California
University of California, Irvine**

This Agreement for **CRLP Professional Development Services** is by and between The Regents of the University of California, a California constitutional corporation, on behalf of the University of California, Irvine campus **California Reading and Literature Project (CRLP)** (hereinafter “University”) and **Fountain Valley School District** (hereinafter “Buyer”).

I. SCOPE OF WORK

University shall provide **An Administrators' Professional Learning Community (Admin PLC) Series of 8 meetings to provide instructional background and support to the attendees for deepening the understanding of the themes of the ELA/ELD Framework. The CRLP Admin PLC series will be provided to 19 site and district administrators. Handouts for each meeting will be provided by CRLP.**

All work is being performed by the University on a best efforts basis, and the University makes no warranty regarding the outcome of the work specified herein.

II. PERIOD OF PERFORMANCE

A. The period of performance of this Agreement shall commence on **September 1, 2015** and continue through **April 12, 2016**.

B. Either the University or the Buyer may terminate this Agreement at any time, without cause, by giving the other **10** days written notice of such action. If terminated prior to completion, the University shall, in thirty (30) days, receive full payment from Buyer for all costs incurred under this Agreement up to and including the date of termination.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. Rate: **\$5,700.00 for up to 19 participants**

The total amount of this Agreement is \$ **5,700.00**.

B. Payments shall be made to the University based on the following schedule:
Upon the start of the 8 meeting Admin PLC series (September 2015).

C. Payment checks shall reference this Agreement and be issued to the **Regents of the University of California** and mailed to:

California Reading and Literature Project (CRLP)
420 Social Science Tower
University of California, Irvine
Irvine, California 92697 - **2505**

IV. TERMS AND CONDITIONS

A. Indemnification

Except as otherwise limited herein, University shall defend, indemnify and hold harmless Buyer, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Buyer shall defend, indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Buyer, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

B. Insurance

1. Buyer shall provide proof of insurance, naming the University as additional insured, showing amounts of coverage as follows:

Broad Form Commercial General Liability Insurance (Contractual Liability Included):

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

2. The University shall maintain self-insurance covering its activities under this Agreement in an amount not less than \$1,000,000 per occurrence.

C. WARRANTY

THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT IS THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LIABLE FOR ANY

**INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES
RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES
CONTRACTED FOR HEREIN.**

D. Conflict of Interest

Buyer affirms that there exists no actual or potential conflict of interest between the parties, including the financial interests of their officers, agents, or employees. Any question regarding a possible conflict of interest will be raised with the University.

E. Equal Opportunity Affirmative Action

Buyer will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Buyer will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Buyer agrees to adhere to the California Fair Employment and Housing Act. Buyer will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Buyer will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

F. Cooperation

University and Buyer shall cooperate in the event of any legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.

G. Compliance

1. University and Buyer agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.
2. Buyer warrants that any and all of its work being submitted under this Agreement comply with all U.S. export control laws and regulations. Buyer shall notify University in writing to exportcontrol@research.uci.edu if any ITAR or EAR restricted technology or data is to be provided to University under this Agreement or if data that Buyer is requesting University to produce during the course of work under this Agreement is expected to be ITAR or EAR restricted. University shall have the right to decline ITAR or EAR

restricted technology or data or tasks requiring production of such information.

H. Force Majeure

University shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others.

I. Assignment

The obligations of the parties pursuant to this Agreement shall not be assigned without the prior written consent of the parties.

J. Confidentiality

It is agreed that Buyer shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by Buyer in writing only to the University (as specified in article IV, paragraph K.) or orally disclosed to the University and reduced to writing by Buyer within thirty days of disclosure. University shall inform its employees that for a period of one year from the end of the Agreement, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to the University before its receipt thereof; (ii) is disclosed to the University by a third party; (iii) is or shall have become known to the public through no fault of the University; or (iv) is required by law to be disclosed.

K. Notice

Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid, to the following addresses:

To University:

**University of California, Irvine
420 Social Science Tower
Irvine, CA 92697 - 2505
Attn: CRLP, Principal Service Provider**

AND

University of California, Irvine
Purchasing and Risk Services
Irvine, CA 92697-4530
Attn: Rick Coulon

To Buyer:

Company Name: Fountain Valley School District
Address: 10055 Slater Avenue

Address:
City: Fountain Valley State: CA Zip: 92708
Attn: Assistant Superintendent of Instruction

L. Severability

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

M. Use of Name

The parties agree that they will not use the name, logo, seal or trademarks of the other party or its employees, including without limitation, in any advertisement, press release, publicity or any product or service resulting from this Agreement, without prior written approval of the other party.

N. Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

O. No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

P. Dispute Resolution

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

Q. Attorney's Fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

R. Amendments

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Buyer and the University.

S. Entire Agreement

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

T. Governing Law

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

U. Independent Contractor

University in the performance of this Agreement shall be and act as an independent contractor.

ACKNOWLEDGED AND ACCEPTED BY:

The Regents of the University of California



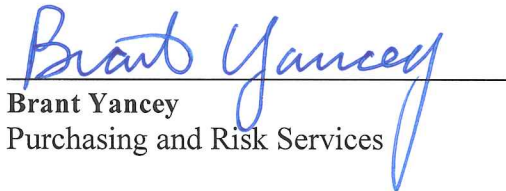
(UC Irvine Department Approval)

Name: **Dr. Stephanie Reyes-Tuccio**

Title: **Director, Center for Educational Partnerships**

6/8/15

Date



Brant Yancey

Purchasing and Risk Services

6-15-15

Date

Buyer: Fountain Valley School District

Signature
Name:
Title:

Date

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

Revised 04/2015



FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES
D/FS 14/15 100

MEMORANDUM

TO: Christine Fullerton – Assistant Superintendent, Business Administration
FROM: Scott Martin - Director, Fiscal Services
SUBJECT: **CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID
PROGRAMS SPRING 2015**
DATE: June 16, 2014

BACKGROUND:

The District is required to apply for categorical aid funds each year prior to the California State Budget's approval by the legislature. Final funding amounts will be received after the State budget is approved this summer, and the winter release of the Application containing entitlements, allocations, and number of participants in specified programs will be submitted in the fall.

The 2015-2016 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A (Basic Grant)
Title II, Part A (Teacher Quality)
Title III, Part A (LEP Students)
Title III, Part A (Immigrant)

The completion of the 2015-2016 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

RECOMMENDATION:

It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

2015-16 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Mark Johnson
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/25/2015
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/25/2015
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Susanne Glueck
DELAC review date	06/02/2015
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	http://www.fvdsd.us
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP	Yes

*****Warning*****

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2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4203	
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*****Warning*****

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2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies at this time.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Title II Leadership Office, awilson@cde.ca.gov, 916-445-5669
Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Huntington Valley Preschool and Kindergarten	6206346	14	Y	N	N	N	

Warning

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2015-16 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Shoreline Christian School	6988240	175	Y	N	N	N	
The Pegasus School	7005853	509	Y	N	N	N	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Rina DeRose, Title I Policy & Program Guidance, RDerose@cde.ca.gov, 916-323-0472
Mindi Yates, Title I Policy & Program Guidance, myates@cde.ca.gov, 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Huntington Valley Preschool and Kindergarten	6206346	14	N	Y		N	N	N
Shoreline Christian School	6988240	175	N	Y		N	N	N
The Pegasus School	7005853	509	N	Y		N	N	N

Warning

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2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	22.26%
Grade Span 1 Low Income %	21.76%
Grade Span 2 Low Income %	23.12%
Grade Span 3 Low Income %	0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Oka (Isojiro) Elementary	6068605	1	447	140	31.32	Y	N	1	Y		
Plavan (Urbain H.) Elementary	6085278	1	533	166	31.14	Y	N	2	Y		
Cox (James H.) Elementary	6066922	1	744	215	28.90	Y	N	3	Y		

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2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Tamura (Hisamatsu) Elementary	6027924	1	627	116	18.50	N	N	4	N		
Gisler (Robert) Elementary	6027973	1	539	86	15.96	N	N	5	N		
Courreges (Roch) Elementary	6094635	1	667	90	13.49	N	N	6	N		
Newland (William T.) Elementary	6027999	1	445	58	13.03	N	N	7	N		
Masuda (Kazuo) Middle	6094627	2	778	242	31.11	Y	N	1	Y		
Talbert (Samuel E.) Middle	6071096	2	722	147	20.36	N	N	2	N		
Fulton (Harry C.) Middle	6027916	2	797	142	17.82	N	N	3	N		

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2014-15 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2014-15 Title II, Part A entitlement	\$127,282
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Professional Development Expenditures

Professional development for teachers	\$413
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	\$1,024

Miscellaneous Expenditures

Class size reduction	\$109,242
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$110,679
General Comment (Maximum 500 characters)	

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2014-15 Title III, Part A Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
 - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
 - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement	\$9,404
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$1,403
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$177
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$1,580
2014-15 Unspent funds	\$7,824
General Comment (Maximum 500 characters)	

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2014-15 Title III, Part A LEP YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	\$72,944
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$29,542
2000-2999 Classified personnel salaries	\$7,909
3000-3999 Employee benefits	\$14,652
4000-4999 Books and supplies	\$12,651
5000-5999 Services and other operating expenditures	\$7,572
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$0
Total year-to-date expenditures	\$72,326
2014-15 Unspent funds	\$618
General comment (Maximum 500 characters)	

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2014-15 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Cara
Contact last name	Robinson
Contact title	Director, Support Services
Contact email address (format: abc@xyz.zyx)	RobinsonC@fvds.us
Contact telephone number (format: 999-999-9999)	714-843-3281

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	

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2014-15 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Date LEA's board approved the homeless education policy	07/21/2005
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	We will meet the basic needs (clothing, supplies, health) of homeless students and reach out to parents in homeless situations.

Title I, Part A Homeless Expenditures

2014-15 Title I, Part A Entitlement	\$340,791
2014-15 Title I, Part A direct or indirect services to homeless children reservation	\$4,643
Amount of 2014-15 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
No expenditures or encumbrances comment Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	There have been no requests in 2014-2015. Typically bus passes are provided through OCDE.

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2014-15 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259
Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

School Name	School Code	Public	Authorized SWP	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Cox (James H.) Elementary	6066922	Y	N	0	0	0	0	0		0	0	0
Masuda (Kazuo) Middle	6094627	Y	N	0	0	0.56	0	0		0	0	0
Oka (Isojiro) Elementary	6068605	Y	N	0	0	0	0	0		0	0	0
Plavan (Urbain H.) Elementary	6085278	Y	N	0	0	0	0	0		0	0	0

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy Yes

LEA policy compliance Yes

Does your current Title I district level parental involvement policy meet the above criteria

Annual evaluation date 06/02/2015

Warning

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Annual Evaluation

Parent representatives from the District Advisory Committee and District English Learner Advisory Committee reviewed Board Policy 6020 during the June 2, 2015 meeting.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)

Parent Involvement Allocation

No allocation is reserved for parent involvement because 1% of grant amount is \$5,000 or less.

Describe parent involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name

Julianne Hoefler

Contact title

Director, Assessment and Accountability

Contact email address

hoeflerj@fvsd.us

(format abc@xyz.zyx)

Contact telephone number

714-843-3268

(format 999-999-9999)

School Parental Involvement Policy Compliance Requirements

*****Warning*****

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2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact Email Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Plavan (Urbain H.) Elementary	6085278	Y		Y		Julie Ballesteros	Principal	BallesterosJ@fvsd.us	714-378-4230
Masuda (Kazuo) Middle	6094627	Y		Y		Jay Adams	Principal	AdamsJ@fvsd.us	714-378-4250
Cox (James H.) Elementary	6066922	Y		Y		Patrick Ham	Principal	HamP@fvsd.us	714-378-4240
Oka (Isojiro) Elementary	6068605	Y		Y		Erik Miller	Principal	MillerE@fvsd.us	714-378-4260

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2014-15 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce class size.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA/Highly Qualified Teacher Count
Courreges (Roch) Elementary	6094635	4	0	4
Cox (James H.) Elementary	6066922	4	0	4
Fulton (Harry C.) Middle	6027916	1	1	1
Gisler (Robert) Elementary	6027973	4	0	4
Masuda (Kazuo) Middle	6094627	1	1	1
Newland (William T.) Elementary	6027999	4	0	4
Oka (Isojiro) Elementary	6068605	4	0	4
Plavan (Urbain H.) Elementary	6085278	4	0	4
Talbert (Samuel E.) Middle	6071096	1	1	1
Tamura (Hisamatsu) Elementary	6027924	4	0	4

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2014-15 Title III, Part A LEP Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

School Name	School Code	Enrollment	Flagged for LEP Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Huntington Valley Preschool and Kindergarten	6206346	14	N	0	
Shoreline Christian School	6988240	175	N	0	
The Pegasus School	7005853	509	N	0	

Warning

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2013-14 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2013-14 Title II, Part A entitlement	\$128,115
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Professional Development Expenditures

Professional development for teachers	\$2,548
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$125,451
Administrative and indirect costs	\$116
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$128,115
General Comment (Maximum 500 characters)	

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2013-14 Title III, Part A Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2013-14 Title III, Part A Immigrant entitlement	\$8,399
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$6,408
2000-2999 Classified personnel salaries	\$181
3000-3999 Employee benefits	\$1,735
4000-4999 Books and supplies	\$44
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$31
Total year-to-date expenditures	\$8,399
2013-14 Unspent funds	\$0
General comment (Maximum 500 characters)	

*****Warning*****

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2013-14 Title III, Part A LEP YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2013-14 Title III, Part A LEP entitlement	\$65,421
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$47,241
2000-2999 Classified personnel salaries	\$7,049
3000-3999 Employee benefits	\$3,194
4000-4999 Books and supplies	\$3,958
5000-5999 Services and other operating expenditures	\$3,247
Administrative and indirect costs	\$732
Total year-to-date expenditures	\$65,420
2013-14 Unspent funds	0
General comment (Maximum 500 characters)	

*****Warning*****

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FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Johnson, Superintendent
Anne Silavs, Asst. Superintendent, Instruction
FROM: Mona Green, Director, Child Development and Recreation Programs
SUBJECT: *Board Resolution, State Preschool Program*
DATE: June 4, 2015

BACKGROUND

The California Department of Education requires a resolution to approve the contract for the State Preschool Program annually. Attached is the resolution to be signed as well as a copy of the contract.

RECOMMENDATION


It is recommended that the Board of Trustees adopt the resolution for the State Preschool Program Contract for the school year 2015/2016.

Fountain Valley School District
Child Development and Recreation 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 2015-2016.**

RESOLUTION 2015-26

BE IT RESOLVED that the Governing Board of the Fountain Valley School District authorizes entering into local agreement number and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Mastaneh (Mona) Green	Director, Child Care Programs	

PASSED AND ADOPTED THIS 25th day of June 2015, by the Governing Board of the Fountain Valley School District of Orange County, in the State of California.

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

Board Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5308

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6649-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$211,120.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,848.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and program category.



CALIFORNIA DEPARTMENT OF EDUCATION

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Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and program category.

92708

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Fountain Valley Elementary School District		<i>Federal ID Number</i> 6649
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mona Green, Director		
<i>Date Executed</i> 6/25/2015	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Board Meeting of June 25, 2015

SO 2014-15/B15-51
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson
SUBJECT: **State Preschool Program Self-Evaluation Annual Report**
DATE: March 27, 2014

Background:

The California Department of Education requires the contract holder to evaluate the State Preschool Program annually. Attached is the complete report. The report describes our annual goals and highlights how we accomplished these goals.

Recommendation:

It is recommended that the Board of Trustees reviews the Program Self-Evaluation for the State Preschool Program for the school year 2014-15.

/rl

Program Self-Evaluation Cover Page

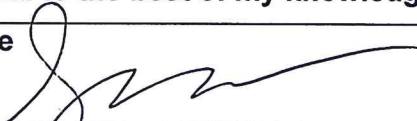
Contractor's Legal Name Fountain Valley Elementary School District				Vendor Number 6649		
Contract Type(s)	# of classrooms by age group and setting					
	Infant Toddler		Preschool		School Age	
	Center	FCCHEN	Center	FCCHEN	Center	FCCHEN
<input checked="" type="checkbox"/> CSPP			5			
<input type="checkbox"/> CCTR						
<input type="checkbox"/> CFCC						
<input type="checkbox"/> CHAN						
<input type="checkbox"/> CRRP						
<input type="checkbox"/> CMIG						
<input type="checkbox"/> CMAP						
<input type="checkbox"/> CAPP						
<input type="checkbox"/> C2AP						
<input type="checkbox"/> C3AP						

(Note: This area expands as necessary.)

Describe your program self-evaluation process

Our preschool self-review process for the 2014/2015 school year began on September 3, 2014. Our teachers started the DRDP process by interviewing parents and then by assessing the students developmental needs. We focused on social and emotional development this year. We realized the majority of students were in the exploring phase of the impulse control domain and in the awareness of diversity in self and others domain. We also realized that the students are having difficulty in conflict negotiations. The results of the DRDP Summary of Findings were shared with the Parent Advisory Committee in October 2014. Also, in that meeting the Director asked parents to work with their students to teach them to take turns while playing with friends. She gave them examples of simple activities to teach their child about taking turns. The Director also shared with the parents the activities we planned in our curriculum to teach students to be aware of their ethnic backgrounds and share their cultural awareness with other students. The DRDP Parent Survey was sent out in January of 2015. Of the 50 families who completed the survey, 38 were very satisfied with our program and 12 were satisfied. At our Parent Advisory Committee Meeting in May 2015, we shared with the parents the results of our DRDP Parent Surveys and the results of our Eccers reviews. We also shared the Building Blocks of Communication with the parents in attendance. Parents were told of our collaboration between the Kindergarten teachers and the Preschool Teachers in our District.

Using the Environmental Rating Scale we identified that we need a designated space for privacy, we need to improve our natural science area and we need to promote acceptance and diversity in our program. We purchased material to enhance our science area by providing children with cups, tape measures, magnifying glasses and scales. Staff purchased posters, books and ethnic pretend food and supplies to incorporate in their dramatic play area for cultural diversity. We worked closely with the School Readiness Initiative and provided three parent night trainings in the area of literacy, math, health and kindergarten readiness. We were so pleased with parents attendance and support.

Our Learning Link continues to be very successful and we hope to increase the days to twice per month.	
A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.	Date 6/11/2015
Statement of Completion: I certify that the information included in this report is accurate and factual to the best of my knowledge.	
Signature 	Date 6/1/2015
Name and Title Mona Green, Director Child Development & Recreation Programs	Phone Number 714-962-4099
Contact Name and Number if different from above	Phone Number

EESD 4001

**Instructions for
 Early Education and Support Division (EESD) Program Review Instrument
 Summary of Findings and Action Plans**

Submission Requirements

All contractors operating, CSPP, CCTR, CFCC, CMIG, CHAN, CAPP, CMAP, C2AP, C3AP, and CRRP contract(s) must complete one (1) EESD 4001 for each contract type operated by the contractor.

Contractor Information

Complete the requested information at the top of form EESD 4001, including Contractor's Legal Name, Contract Type, Age Group(s) being served, Planning Date, and Lead Planner's Name and Title.

Summary of Findings and Action Plans

Using the EESD Program Instrument 2014–15 at <http://www.cde.ca.gov/ta/cr/documents/ees201415a.pdf> for all applicable domains and items (EES 01-19), verify the summary of findings determined in the program self-evaluation process as follows:

- For each item applicable to the contract type, left click on the box. An "x" mark will appear in the box. This "x" verifies the item the contractor was required to review.
- For any item **not** fully meeting requirements enter a description of the finding(s) and include a plan to resolve the finding. This plan must include Actions (What will be done, not already being done?), Persons Responsible (Who will do what?) and a timeline (By when?). These boxes will allow for as much writing space as needed.

Early Education and Support Division Program Review Instrument
Fiscal Year 2014-15

Contractor's Legal Name Fountain Valley Elementary School District	Vendor Number 6649
Contract Type CSPP	Age Group (Infant/Toddler, Preschool, School-Age) 3-5 years
Planning Date 5/20/2015	Lead Planner's Name and Title Mona Green

Summary of Findings and Action Plans

Complete the Summary of Findings and Actions Plans as directed in the instructions.

INVOLVEMENT

EES-01: Plan for Parent Involvement
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

GOVERNANCE AND ADMINISTRATION

EES-02: Family Eligibility Requirements
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-03: Child Need Requirement Verification
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-04: Recording and Reporting Attendance
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-05: Correct Fee Assessed
(CCTR, CSPP, CMIG, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-06: Inventory Records
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP, CRRP)

Corrective Action Plan:

EES-07: Alternative Payment (AP) Policies
(CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

STANDARDS, ASSESSMENT, AND ACCOUNTABILITY

EES-08: Desired Results Profile and Data
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

EES-09: Annual Evaluation Plan
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-10: Site Licensure
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

STAFFING AND PROFESSIONAL DEVELOPMENT

EES-11: Staff Development Program
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, C2AP, C3AP, CRRP)

Corrective Action Plan:

EES-12: Qualified Staff and Director
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

EES-13: Staff-Child Ratios
(CCTR, CSPP, CMIG, CHAN)

Corrective Action Plan:

OPPORTUNITY AND EQUAL EDUCATIONAL ACCESS

EES-14: Family Selection
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP)

Corrective Action Plan:

EES-15: Compliance with Due Process
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

Corrective Action Plan:

EES-16: Refrain from Religious Instruction
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

EES-17: Services Responsive to Family Needs
(CRRP)

Corrective Action Plan:

TEACHING AND LEARNING

EES-18: Environment Rating Scale
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

EES-19: Nutritional Needs
(CCTR, CSPP, CMIG, CHAN, CFCC)

Corrective Action Plan:

**Instructions for
Desired Results Program Action Plan – Reflection on Action Steps**

Submission Requirements

Contractors with CSPP, CCTR, CFCC, CMIG, and CHAN contracts are required to complete and submit a Reflection on Action Steps and goals with the FY 2014–15 PSE.

Complete an EESD 4002, **one for each contract type by age group** as applicable. As the FY 2013–14 Action Steps would be different or unique to the contract type and age group, a separate reflection and narrative for each is required.

Contractor Information

Complete the requested information at the top of the EESD 4002, including Contractor's Legal Name, Contract Type, Age Group(s), Planning Date, and Lead Planner's Name and Title.

Provide a Reflection Narrative

The Fiscal Year (FY) 2014–15 Program Self-Evaluation (PSE) includes the critical Reflection on Action Steps in the self-evaluation process; the Desired Results Program Action Plan – Reflection on Action Steps (CD 4002) form. Contractors shall provide a brief narrative reflecting on the action steps identified in FY 2013–14 PSE.

Review the Desired Results Developmental Profile Summary of Findings and Program Action Plan (CD 4001A) and record the reflections on the EESD 4002. This reflective process will help contractors identify accomplishments and lessons learned to use in future planning for program quality.

Reflect upon each set of action steps submitted in the FY 2013–14 PSE for each age group (infants/toddlers,

preschoolers, and school-age, as applicable). Use the EESD 4002 to describe the successful implementation of each Program Action Plan (CD 4001A). Provide a narrative summarizing the outcome of each Action Step.

Desired Results Program Action Plan – Reflection on Action Plan from FY 2013–14 Plan

Contractor's Legal Name Fountain Valley Elementary School District	Vendor Number 6649
Contract Type CSPP	Age Group (Infant/Toddler, Preschool, School-Age) 3-5 years
Planning Date 5/20/2015	Lead Planner's Name and Title Mona Green, Director of Child Development & Recreation Programs
Reflection of Program Action Plan from FY 2013-14 PSE Review each Program Action Plan submitted in the FY 2013-14 Program Self-Evaluation Report. Provide a separate reflection and narrative for each contract and age group, including the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.	
This form can be expanded and is not limited to a single page	
<p>The first action plan step we addressed this year was Math. We planned activities such as counting, patterning, using calendars, using unifix cubes, counting and comparing objects and classifying by different attributes, as well as using buttons and pom poms to compare amount and weight. We adopted a new curriculum called We Can, which emphasizes early learning math. All of our teachers and assistants were trained by Dr. Vickie Gibson, the author of the We Can curriculum. In addition, all staff were trained in incorporating math in to their curriculum via activities and games by one of our retired Kindergarten teachers. We offered a parent night training in the area of math in which parents were introduced to several activities that they could do with their child at home to increase their awareness of math practices and measurements. Parents were provided with handouts and manipulatives to practice what they have learned at home with their students. All teachers had a meeting to modified their curriculum and planning to reflect preschool learning foundations and the new curriculum format. Teachers were also encouraged and compensated to participate in training with CPIN or other training in math and science. The teachers received ongoing support from their Director during observation or with the sharing during the monhtly staff meeting to explain the new activities that are being implemented in their classroom.</p>	

Contractor's Legal Name	Vendor Number
Fountain Valley Elementary School District	6649
<p>The second action plan step we addressed was Physical Development. We purchased large puzzles and planned a variety of activities to encourage students to use small motor skills and to improve their grasping and hand grip. We purchased small balls and clothes pins to encourage children to improve small motor skills. Teachers incorporated activities to enhance the students small motor skills and awareness of correct handling of pencils for writing. Teachers collectively modified their curriculum to introduce scissors later on in the year after the students were comfortable with their finger movements. Our new curriculum, We can, has specific areas regarding developing children's finger movement and helping them to correctly hold a pencil. In small group activities, teachers introduced many activities to encourage students to improve their fine motor skills by lacing, beading large beads and buttoning. The teachers received ongoing support from their Director during observation and through sharing during the monthly staff meeting. Staff were encouraged and compensated to participate in CPIN and other related training that is offered in the area of physical development throughout the year.</p>	

**Instructions for
Desired Results Developmental Profile Summary of
Findings Program Action Plan (EESD 4003)**

Submission Requirements

For CSPP, CCTR, CFCC, CMIG, and CHAN contract types only, complete a program-level (not a classroom level) Summary of Findings and Program Action Plan (EESD 4003), one for each contract type by age group as applicable.

Contractor Information

Complete the requested information at the top of form EESD 4003, including Contractor's Legal Name, Contract Type, Age Group, Planning Date, and Lead Planner's Name and Title.

Summary of Findings and Program Action Plan

Contractors serving children in a Family Child Care Home Education Network (FCCHEN) must complete a Desired Results Developmental Profile (DRDP) Summary of Findings for the **infant/toddler age group** unless no services to infants/toddlers are provided. In this case, complete and submit a summary of findings and program action plans for the age group with the highest number of children enrolled.

Key Findings – Ask: Where is the program now?

- To determine key findings, compile the information from **all** of the individual classroom or family child care home DRDPs. The Classroom/Family Child Care Home DRDP Summary of Findings form and Instructions are available on the Desired Results Web site at http://www.desiredresults.us/form_ps.htm.
- If the center-based contractor has multiple sites, first compile the information by site, and then at the program level.
- FCCHENs may collect information from each family child care home and first compile the information by each designated teacher case load

assignment (similar to a center-based “site”) and then compile the information at the program level.

- Look for trends or patterns in the DRDP data to identify overall strengths and areas needing improvement at the domain level. Use this information to identify and write at least one (1) key finding in the row labeled, “Key Findings from Developmental Profiles.”

Educational Goal – Ask: Where does the program want to go?

- Define at least one goal at the domain level to address important issues regarding the educational needs of children identified in the key findings.
- Write the Educational Program Goal in the row labeled, “Educational Program Goal(s).”

Action Steps – Ask: How does the program get there?

- Develop and write attainable action steps to achieve the program’s goal(s). The action steps should identify a variety of strategies to achieve the goal such as:
 - Activity planning
 - Curriculum modifications
 - Materials required
 - Staff or program schedules
 - Child-staff interactions
 - Classroom use of space
 - Professional development
 - Parent education
- Write the Action Steps in the spaces provided.
- CDE publications and resources are available to assist in the development of Action Steps and are located on the Publications Web site at <http://www.cde.ca.gov/sp/cd/re/cddpublications.asp>.

Expected Completion Date, and/or Ongoing Implementation and Persons Responsible – Ask: By when? Enter responses in the corresponding response box.

- Enter the date when the Action Steps will be completed.
- Enter “Ongoing” when the Action Step implementation will continue

throughout the year.

- Identify the key person(s) who will be responsible for each Action Step.

**Desired Results Developmental Profile Summary of Findings and Program Action Plan
 Educational Goal**

Contractor's Legal Name Fountain Valley Elementary School District	Vendor Number 6649
Contract Type CSPP	Age Group (Infant/Toddler, Preschool, School-Age) 3-5 years
Planning Date 6/1/2015	Lead Planner's Name and Title Mona Green, Director Child Development & Recreation Programs
<p>Review the Desired Results Developmental Profile Summary of Findings at the Program or Network level and plan on the areas that your agency will focus on for the FY 2015–16. Each contract type should have a program level plan and action steps. Include this information in the response boxes below.</p> <p><i>Each response box below will expand as needed</i></p>	
<p>Key Findings by Domain from Developmental Profiles</p> <p>Ask: Where is the program now?</p>	<p>53%-68% of the students scored in the building level in the Approaches to Learning Self-Regulation domain. 10%-43% of the students scored in the building level in the Social and Emotional Development domain. 53%-67% of the students scored in the building level in the Language and Literacy Development domain. 67%-83% of the students scored in the building level in the English-language Development domain. 37%-68% of the students scored in the building level in the Cognition, including Math and Science domain. 29%-58% of the students scored in the building level in the Physical Development-Health domain.</p>

<p>Educational Program Goal(s)</p> <p>Ask: Where does the program want to go?</p>	<p>Our goals will be to increase the students' scores in the building level to 70% or higher in the Social and Emotional Development domain and to increase their scores in the building level to 70% or higher in the Cognitive, Math and Science domain.</p>
<p>Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)</p> <p>Ask: How does the program get there?</p>	<p>For the Cognitive, Math & Science domain our teachers and assistants will attend training in using ST Math in the classroom. We have applied for and received the ST Math Grant from the Mind Research Institute. We also purchased 8 Ipads for student use, as this grant requires that students have a device to work on. This will entail each student spending at least 30 minutes per week working with the ST Math curriculum. In May of 2015 we had a collaboration meeting with all Kindergarten teachers and the preschool teachers in our district to discuss our preschool curriculum and how to provide help to the Kindergarten teachers for the next school year. We will form a committee in August of 2015 to modify our daily curriculum to reflect common core math and science for Kindergarten. Five of our preschool teachers will attend the Kindergarten math adoption program in June 2015. We will work closely with our Kindergarten teachers to focus on math centers in the classroom and work with students on patterning, shapes, numbers and hands-on materials to enhance learning in small groups in our classrooms.</p> <p>In the Social & Emotional Development domain we will plan and provide more activities where children have to interact with small and large groups of their peers. We will introduce new social skills through GLAD strategies. We will provide opportunities to practice skills in real-life situations by rewarding children who wait for their turn to speak in large groups and answer questions when they are allowed to speak. During our collaborative meeting with the Kindergarten teachers they asked if our preschool teachers can work with the students on impulse control and working independently. We will provide students with activities in small group to work cooperatively and independently with their peers. In large group students will be introduced to the "talking stick" and we will practice taking their turn to speak.</p> <p>We will schedule a parent training in the areas of math and social and emotional development in Fall of 2015 and Spring of 2016.</p>

(This form can be expanded and is not limited to a single page.)	
Expected Completion Date and/or Ongoing Implementation and Persons Responsible Ask: By when?	The expected completion date will be December 2015. Teachers training, parent training, curriculum adjustment, adopting new strategies and purchasing materials will be an ongoing plan throughout 2015/2016 school year. The Director will meet with the teachers on a monthly basis to monitor improvement and will provide support to the teaching staff in all areas needed.

SO 2014-15/B15-52
Fountain Valley School District
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Contract with Gloria Johnston**
DATE: June 17, 2015

BACKGROUND:

To support the development of a new district leadership team, the Superintendent recommends conducting a workshop on Board-Superintendent protocols scheduled for late June. After careful review of the qualifications of several consultants, it is recommended that the Board of Trustees contract once again with Gloria Johnston of Achievement Equity to facilitate this workshop. Ms. Johnston is a former superintendent, professor, lecturer and author. She specializes in executive leadership consultation for superintendents, governance and leadership teams and principals.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consultant contract between Gloria Johnston and the Fountain Valley School District for the purpose of providing the services of Governance Team Workshop on June 27, 2015.

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, CA 92708

SERVICE CONTRACT

This CONTRACT made and entered into this 16th day of June, 2015, by and between Fountain Valley School District, hereinafter referred to as "District" and Gloria Johnston, (DBA: Achievement Equity, Inc.), hereinafter referred to as "Consultant".

WITNESSETH: WHEREAS, the parties desire to contract subject to the following terms and conditions, NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. Scope of Services: Consultant will provide services of Governance Team Workshop.
2. Time for Completion: Consultant will commence services on June 27, 2015 and be completed no later than June 27, 2015.
3. Compensation: District agrees to pay consultant for services performed pursuant to this contract at a rate of \$2,000 per workshop.
4. Payment Schedule: Consultant shall furnish District with an itemized statement for services performed.
5. INDEPENDENT CONTRACTOR: Consultant is an independent contractor and shall not be regarded as an employee of the District for any purposes regarding this contract.
6. Hold Harmless: Consultant will indemnify and defend the District, officers and employees from any and all claims for injuries to persons or damage to property arising out of the performance of this contract.

CONSULTANT:

DISTRICT:

Signature/Date
Gloria Johnston, Ph.D.
Achievement Equity, Inc.
8524 Donaker Street San Diego, CA 92129
TIN # 27-0257193

Signature/Date

Title

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Mark Johnson Ed.D., Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Facilities Supervisor
DATE: June 25, 2015
SUBJECT: **APPROVAL TO UTILIZE THE LOS ANGELES COMMUNITY
COLLEGE DISTRICT PIGGYBACK BID #94 AND ALL EXTENSIONS**

BACKGROUND

The District purchases a variety of technology equipment for its ten school sites, District office and Maintenance facility. Utilization of the Los Angeles Community College District Piggyback Bid #94 allows the District to purchase technology equipment such as Smartboards and projectors, as well as installation, at the best possible price through GST Informational Technology Solutions. GTS is a vendor known to the District and has experience providing equipment and service to the District in the past.

FISCAL IMPACT

The approval of the Los Angeles Community College bid will allow the District to purchase technology equipment listed in the bid documents.

RECOMMENDATION

Approval to utilize the Los Angeles Community College District Piggyback bid #94 including all extensions and authorize the Superintendent or his designee to sign on behalf of the District.

MASTER AGREEMENT

CONTRACT No: 40197
SUPPLIER: GST
13043 166th Street
Cerritos, CA 90703
Contact: Henry P. Ngo
hngo@gstes.com
Tel: (562) 345-8700
Fax: (562) 345-8714

PROJECT NO: (Bid #94)
BID CATEGORIES: 1
CSI DIVISION: 11 52 00



THIS MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT ("Master Agreement") is entered into on this 14th day of July, 2011 by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California ("District") and the undersigned GST ("Supplier").

ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the Contract Documents where such terms are used.

ARTICLE 2 GOODS

2.1 COMPLIANT GOODS. Supplier agrees to provide, on the terms set forth in the Contract Documents, the Goods described in Exhibit "C" hereto in strict accordance with the requirements of this Master Agreement and the other Contract Documents, including, without limitation, the Technical Specifications attached hereto as Exhibit "B".

2.2 WARRANTY. Supplier warrants that all Goods, when delivered, will be new and in good working order – no Samples, demo, rebuilt, remanufactured or used units. The Supplier warrants all Goods delivered to be free from defects in materials and workmanship for minimum period of one (1) year from the date the Goods are put into service by the District. Any Goods found to be defective within the first ninety (90) days of service shall, at the District's option, be returned for a full refund or exchange at no cost to the District. Goods found to be defective after the first ninety (90) days of service may be either repaired or replaced at the District's option. The warranty must include all costs of repair, including transportation costs, during the warranty period.

ARTICLE 3 TERM

The Term of this Master Agreement is Three (3) years from the date of approval of this Master Agreement by the Board of Trustees of the Los Angeles Community College District or until the earlier of either of the following occurrences: (1) purchases are made under this Master Agreement equal to the Maximum Contract Value set forth in Section 4.3, below; or (2) termination of this Master Agreement by District in accordance with the provisions of Article 12 of the General Conditions.

ARTICLE 4 COMPENSATION

4.1 PURCHASE PRICE

4.1.1 Purchase Price Amount. Supplier's compensation for performance in accordance with the Contract Documents is the Purchase Price, which is comprised of the unit price for the Goods as set forth in the Supplier's Bid on the Bid Form attached hereto as Exhibit "C", plus Applicable Sales Taxes.

4.1.2 All-Inclusive Price. Without limitation to the foregoing, the Purchase Price includes compensation for all sales taxes, costs of shipment, delivery and set-up of the Goods to the Destination at the college specified on the Order, and as such are deemed free of any "destination in" charges to District, and all similar charges (including, without limitation, charges for delivery, shipping, drayage, express, storage, parcel post, packing, cartage, insurance, license fees, permits, and bonds).

4.1.3 Exclusive Compensation. The Purchase Price constitutes the Supplier's sole, exclusive and full compensation for the performance by Supplier of its obligations under the Contract Documents and is deemed to cover all Losses to the Supplier arising out of or related to the performance of such obligations, the acts of the elements or any unforeseen difficulties or obstructions upon the Supplier's performance, all risks (including, without limitation, cost and market price escalation, from any cause whatsoever) connected with the manufacture, shipment, delivery and storage of the Goods and any and all expenses incurred due to Delay.

4.1.4 Applicable Sales Taxes. Applicable Sales Taxes shall be computed on the basis of the sales tax percentage imposed by Applicable Laws on the sale of Goods multiplied times the unit price in Exhibit "C" attached hereto. Unless otherwise required by Applicable Laws, Applicable Sales Taxes as a part of the Purchase Price for Goods covered by an Order shall be computed as of the date of Receipt of Order applicable to such Order.

4.2 MINIMUM CONTRACT VALUE

Save and except as otherwise provided in Article 12 of the General Conditions, District guarantees to Supplier that during the Term of this Master Agreement, the District will purchase Goods under this Master Agreement in the Guaranteed Minimum Contract Value of the sum of the lowest price submitted by a responsive Bidder in Exhibit "C" (67,814.61).

District's guarantee as set forth in this Section 4.2 does not constitute a representation, guarantee or promise that Goods will be purchased under this Master Agreement that exceed the Guaranteed Minimum Contract Value. Goods purchased, even if they are later returned or rejected, that constitute Defective Goods shall be included in the calculation of the Purchase Prices of Goods purchased for purposes of determining whether the District's obligation set forth in this Section 4.2 has been met.

4.3 MAXIMUM CONTRACT VALUE

District shall not purchase nor be entitled to purchase from Supplier, and Supplier shall not provide or be required to sell, Goods in quantities that exceed the Maximum Contract Value of **five million (5,000,000)** dollars.

Supplier is obligated to furnish for the Purchase Price, if, as and when Order(s) is/are placed by District in accordance with this Master Agreement, Goods from each Bid Category in quantities up to but not exceeding the Maximum Contract Value stated above. Except as otherwise provided in Section 4.2, above, District makes no promise or representation that it will purchase Goods in any particular quantity under this Master Agreement, including, without limitation, quantities approximating or equaling the Maximum Contract Value set forth above. Goods purchased that are later returned or rejected or that constitute Defective Work shall be included in the calculation of the dollar value of Goods purchased for purposes of determining whether the Maximum Contract Value has been reached.

4.4 ORDERING AND CANCELLATION

4.4.1 Content of Order. Supplier's obligations with respect to Goods covered by an Order shall commence upon Receipt of an Order setting forth the following: (1) a reference to this Master Agreement; (2) a description of the Goods ordered; (3) a statement of the quantity of the Goods ordered; (3) the Delivery Date; (4) the name and address of the District placing the Order; and (5) the Destination.

4.4.2 Order Authorizations. The District's Purchasing Agent is the sole person or entity authorized on behalf of the District to issue Orders for purchases of Goods under this Master Agreement. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon the Purchasing Agent under the terms of the Contract Documents. All other rights and obligations of the District relating to purchases of Goods, including, without limitation, payment of compensation to Supplier and ordering of Changes to Work, are rights and obligations that are to be exercised or performed by the District only and not by the Purchasing Agent. Orders for Goods under the Master Agreement shall only be permitted if made, and shall not be honored by Supplier unless requested, pursuant to an Order issued by the Purchasing Agent to the Supplier. Purchases by the District or Designated Districts and Agencies of Goods under this Master Agreement by any other means is prohibited.

4.4.3 Separate Destinations. A separate Order shall be issued for each Lot of Goods ordered by District for delivery to a different Destination.

4.4.4 Supplier Proposals. With respect to any Order placed by District, the District will not be bound by any provisions contained in any of Supplier's proposals, purchase orders, acknowledgements, counter-offers, invoices, acceptances or other documents prepared by Supplier (whether or not attached, referenced or incorporated in the terms of the Order) that contain terms or conditions that in any way differ from or are an addition to the terms and conditions of the Order and this Master Agreement and District's failure to object to such different or additional provisions will not be deemed an acceptance of such different or additional terms and conditions nor a waiver of the terms and conditions set forth in the Order and this Master Agreement.

4.4.5 Cancellation Without Charge. The District shall have the right to cancel an Order, without incurring any responsibility or liability to Supplier, in the following circumstances: (1) District shall have the right to cancel any Order, or portion of an Order, of Goods, at no cost to the District and without any charge or cancellation fee of any kind, provided that the District gives written notice to the Supplier of such cancellation within one (1) Working Day of Receipt of Order by the Supplier; and (2) District shall have the right, at no cost to the District and without any charge or cancellation fee of any kind, in the event of a termination of an Order due to Supplier default pursuant to Section 12 of the General Conditions, to cancel the Order directly affected by such default as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to the District as a result of the such termination.

4.4.6 Cancellation with Charge. Orders cancelled by District for reasons other than those stated in Paragraph 4.4.5, above, shall be subject to a restocking charge by Supplier in the amount of Not to Exceed, Twenty five percent (25%) of the Purchase Price for such Goods. The foregoing cancellation and restocking charge is the Supplier's sole and exclusive compensation for such cancellation.

4.5 OTHER DESIGNATED DISTRICTS AND AGENCIES

Districts or Agencies that qualify under Public Contract Code Section 20652 for purchases of Goods under this Master Agreement (Designated Districts and Agencies"), shall have the same rights as the Los Angeles Community College District to request performance of Work during the Term of this Master Agreement, without the necessity of further competitive bidding or other competition; provided, however, that any such requests must be made through the Purchasing Agent, who is the sole person or entity authorized to issue Orders under the terms of this Master Agreement. The Vendor agrees to perform the Work and Changes to the Work as ordered and requested by the Designated Districts and Agencies on and under the same terms and conditions as are available to District under the Contract Documents; provided however, that: (1) each such Order and request shall be deemed financially separate; (2) the Designated District or Agency making such Order or request shall be solely and separately responsible to Supplier for its financial and other commitments under the Contract Documents; and (3) no fiduciary responsibility, contractual obligation nor performance liability shall exist between the District and any of the Designated Districts or Agencies or between or among any of the Designated Districts and Agencies. Orders by Designated Districts and Agencies shall be complied with by the Supplier in accordance with the Supplier's obligations under this Master Agreement and the other Contract Documents. In addition, Supplier agrees to comply with such other customary contracting requirements of any Designated Districts and Agencies (including, without limitation, execution of any affidavits, certifications, bond requirements or other required documentation) that are consistent with the contracting rules, regulations or practices adopted and approved by the governing board or council for such Designated District or Agency..

ARTICLE 5 TIME

5.1 DELIVERY DATE

5.1.1 Delivery Schedule. Unless otherwise mutually agreed between the District and Supplier, the Delivery Date set forth in an Order shall not be earlier than, but may be any time after, one (1) Day from the date of Receipt of Order.

5.1.2 Delivery Date Changes. A Delivery Date may be changed at any time by Supplementary Ordering Instructions and Supplier shall comply therewith. Provided that a change in Delivery Date is communicated to Supplier no later than seven (7) Days after actual receipt by District of a Notice of Delivery from Supplier, Supplier shall comply with such changes in Delivery Date without additional charge. If Notice of Delivery is not provided by Supplier as required by the Contract Documents, then any additional costs incurred by Supplier in order to comply with any change in Delivery Date shall be at Supplier's Own Expense.

5.1.3 No Early Delivery. No Goods shall be delivered prior to the Delivery Date applicable to such Goods and any Goods delivered early may be rejected by the District or placed in storage, either by District or by Supplier at the District's request, at the Supplier's Own Expense.

5.2 DELAY IN DELIVERY

5.2.1 Time of Essence. Time is of the essence to the Completed Delivery of the Goods. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date.

5.2.2 District Options. The District and the Supplier acknowledge and agree that if the Supplier fails to achieve Completed Delivery of a Lot of Goods on the Delivery Date specified in the Order that the District will suffer

substantial Losses which are both extremely difficult and impracticable to ascertain. In recognition thereof, it is agreed that if the Supplier fails to achieve Completed Delivery on the Delivery Date (as adjusted for extensions permitted by the General Conditions) designated in a Order for Completed Delivery of a Lot of Goods, that the District shall have the right, exercised in its sole discretion, to accept tender by Supplier in accordance with Paragraph 5.2.3, below, of Leased Goods, in which case Supplier will not be assessed liquidated damages for any period of time that District is in possession of Leased Goods tendered by Supplier in accordance with the requirements of Paragraph 5.2.3, below. District shall have the right to exercise the foregoing rights with respect to all or any portion of the Goods or with respect to all or any portion of a period of time for which a delivery of Goods is delayed beyond the Delivery Date.

5.2.3 Leased Goods. The District shall have the right, in the exercise of its sole discretion, to accept tender by Supplier of temporary replacement Leased Goods for the whole or any portion of period of time for which the District. Leased Goods are provided, placed and removed at the Supplier's Own Expense. Tender of Leased Goods by the Supplier means delivery, at the Destination designated by the District in its Order, of Leased Goods that are equivalent in all material respects to the Goods identified in the applicable Order and that are wholly suitable for use by the District as a replacement for the Goods. Supplier is solely responsible for the delivery, placement and removal of Leased Goods and for any repairs to Existing Improvements caused by the move in, placement or removal of the Leased Goods. Supplier remains solely responsible for any Loss caused to Leased Goods while they are in use by the District, other than a Loss that Supplier demonstrates was caused by abuse or neglect on the part of the District, District Consultants or Separate Contractors.

5.2.4 Other Remedies. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date and to refuse tender of Leased Goods. The District's exercise of its rights to refuse to accept and pay for any Goods shall not limit any right or remedy of the District in the event of any other default by the Supplier (including, without limitation, failure to provide timely Notice of Shipment or Notice of Delivery) other than a failure to meet a Delivery Date..

5.3 DELAY TO SUPPLIER

Supplier's sole and exclusive right in the event of an Excusable Delay consists of an extension of time to the applicable Delivery Date. The Supplier agrees to accept such extension of time as its sole and exclusive right and remedy for Delay, regardless of cause (including, without limitation, any act or omission by the District constituting negligence or breach of contract) in lieu of any and all other rights to recovery of Losses for Delay.

ARTICLE 6 PAYMENT

6.1 APPLICATIONS FOR PAYMENT

6.1.1 General. Applications for Payment for Goods covered by an Order shall be submitted by Supplier to the College Project Manager, following Completed Delivery and issuance of Notice of Completed Delivery for the Goods described in the Order. Separate Applications for Payment shall be submitted for each Order. Unless otherwise authorized by the District in writing, Applications for Payment shall be permitted only after Completed Delivery of the entire Lot, and not for portions of a Lot, designated in an Order. Based upon Applications for Payment and other supporting documentation submitted by the Supplier in accordance with the Contract Documents, and upon Certificates for Payment issued in accordance with the Contract Documents, the District shall make payments of undisputed sums to the Supplier as provided in Sections 6.2 and 6.3, below, and elsewhere in the Contract Documents.

6.1.2 Content of Application. Each Application for Payment shall specify with respect to the Goods covered by such Application the following:

- .1 A description of the Goods covered by the Order;
- .2 The dates of (1) Completed Delivery, and (2) issuance of the Notice of Completed Delivery;

.3 The (1) quantity of such Goods included in the current Application for Payment; and (2) the total quantity of Goods ordered under the Master Agreement (calculated by adding the quantity of Goods for which payment is requested in the current Application for Payment to the quantities of all other Goods included in all Orders previously issued to the Supplier);

.4 The Purchase Price for such Goods permitted by this Master Agreement; and,

.5 Applicable Sales Taxes paid or payable by Supplier on account of the transaction covered by the Order.

6.1.3 Submission of Applications. Applications for Payment shall be properly prepared and submitted by Supplier to the College Project Manager, on or before the fifth (5th) Day of the month following the month in which the Notice of Completed Delivery is issued for the Goods covered by the Order.

6.2 PAYMENT AMOUNT

6.2.1 Payment Amount. Subject to the provisions of the Contract Documents, the amount of each payment to Supplier for Goods covered by an Order shall be computed as follows:

.1 Take the sum properly allocable to the Purchase Price for the Goods as determined in accordance with Subparagraph 6.1.2.4, above;

.2 Subtract amounts, if any, previously paid for the Goods covered by the Order; and

.3 Subtract amounts, if any, for which the Certification of Payment has been withheld or nullified a Certification for Payment as provided in Section 8.4 of the General Conditions or other provisions of the Contract Documents.

6.3 TIME FOR PAYMENT

6.3.1 Payment. Payment on behalf of District of sums to the Supplier that are undisputed by the District placing the Order shall be made not later than thirty (30) Days after receipt of a properly prepared and submitted Application for Payment requesting payment and issuance of a Certification for Payment in accordance with the requirements of the Contract Documents.

6.3.2 Not a Condition of Performance. Payment is not a condition precedent to the Supplier's obligation to deliver and otherwise perform its obligations under the Contract Documents.

6.3.3 Not Acceptance. Certification for Payment, payment, or partial or entire use of Goods shall not constitute acceptance of Goods that is not in accordance with the Contract Documents.

6.3.4 No Late Payment Fees. Late payments by District shall not be subject to any late charges, penalties or interest charges.

6.4 REJECTION OF APPLICATION FOR PAYMENT

Any Application for Payment determined to be disputed, improper or unsuitable for payment shall be returned to the Supplier as soon as reasonably practicable, accompanied by a written statement of the reasons why the Application for Payment was rejected. Failure to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by the District. Application for Payments that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by the Supplier of the statement of reasons for the rejection.

6.5 DISCOUNTS

Although discounts offered for prompt payment, if not requested by District as part of the Bidding Documents issued by the District, will not be considered in the Award of the Master Agreement, District shall be entitled to receive all prompt payment discounts from the Purchase Price that are then offered by Supplier to other customers or stated on the Supplier's invoice if the payment is made within the discount period set forth in the offer. In the event that more than one discount is offered, District will be entitled to the most favorable discount offered.

6.6 REPORTS AND REVIEWS

6.6.1 Quarterly Sales Reports. The Supplier shall provide to the College Project Manager quarterly statements, which shall include: an aggregate sales report of (1) the total quantities and dollar sales of Goods covered by all Applications for Payments submitted under the Master Agreement; (2) the quantities and dollar sales of Goods in Clause (1) further segregated by Product Type; (3) the quantities and dollar sales of Goods in Clause (2) further segregated by Destination; (4) the total quantity of Goods remaining to be purchased in order for LACCD to meet its obligation with respect to the Guaranteed Minimum Quantity of Goods that are required to be purchased; and (5) the difference between the total of the Purchase Price(s) of all Goods purchased and the Maximum Purchase Amount.

6.6.2 Quarterly Performance Reports. The Supplier will submit quarterly performance reports, which shall include:

- .1 a customer satisfaction survey, in such form as directed by District
- .2 a list of Delivery Dates and actual dates of Completed Delivery and final completion, segregated by Order, Product Type and Destination
- .3 a summary of warranty claims received and Supplier's response, segregated by Destination; and
- .4 a summary of any outstanding and unresolved Claims.

6.6.3 Quarterly Performance Reviews. Supplier shall participate in quarterly business meetings to review Supplier's performance and to establish a best practices approach to customer satisfaction that satisfies the requirements of the Contract Documents and the needs of the District and its users. Supplier shall designate at least two (2) representatives of its executive and managerial staff and two (2) representatives of each Manufacturer to participate in such meetings. Such meeting shall be held at the Los Angeles Community District, 770 Wilshire Boulevard, 3rd Floor, Los Angeles, CA 90017, or such other location within Los Angeles County as may be designated by LACCD.

ARTICLE 7 BONDS

Supplier is not required to provide a Performance Bond in connection with its performance of this Master Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 TERMINATION

The Master Agreement may be terminated by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be terminated by District as provided in Article 12 of the General Conditions.

8.2 SUSPENSION

Supplier’s performance under the Master Agreement may be suspended by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be suspended by District as provided in Article 12 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 List of Contract Documents

The Contract Documents (as that term is defined in the General Conditions), except for Orders, issued after execution of this Master Agreement, include, without limitation, the following:

9.1.1 Master Agreement. The Master Agreement is this executed Master Agreement between District and Supplier for the Purchase of Audio Visual Equipment, including the following Exhibits attached hereto and incorporated herein by this reference:

- .1 Exhibit “A”** Delivery Locations
- .2 Exhibit “B”** Technical Specifications
- .3 Exhibit “C”** Bid Form
- .4 Exhibit “D”** Bid Sheet
- .5 Exhibit “E”** Acknowledgement of Addenda
- .6 Exhibit “F”** Evaluation Criteria

9.1.2 General Conditions. The General Conditions are the General Conditions of the Master Agreement between District and Supplier for the Purchase of Audio Visual Equipment.

9.1.3 Addenda. The Addenda, if any, are as follows:

Number	Title	Pages
1	ADDENDUM NO. 01 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	2
2	ADDENDUM NO. 02 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	2
3	ADDENDUM NO. 03 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	2
4	ADDENDUM NO. 04 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	4
5	ADDENDUM NO. 05 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	2
6	ADDENDUM NO. 06 TO THE BID PACKAGE AUDIO VISUAL EQUIPMENT (Bid # 94)	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

WHEREFORE, this Master Agreement is entered into as of the day and year first written above.

**LOS ANGELES COMMUNITY COLLEGE
DISTRICT**

GST, a California Corporation

By: _____

By: _____

Title: **EXECUTIVE DIRECTOR**

Title: _____

Exhibit A

DELIVERY LOCATIONS

OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

The Los Angeles Community College District consists of the following nine (9) colleges and the Educational Services Center.

EAST LOS ANGELES COLLEGE

Receiving Department
1301 Avenida Cesar Chavez
Monterey Park, CA 91754

LOS ANGELES SOUTHWEST COLLEGE

Receiving Department
1600 West Imperial Highway
Los Angeles, CA 90047

LOS ANGELES CITY COLLEGE

Receiving Department
840 Heliotrope Drive
Los Angeles, CA 90029

LOS ANGELES TRADE-TECHNICAL COLLEGE

Receiving Department
2100 S. Flower St.
Los Angeles, CA 90007

LOS ANGELES HARBOR COLLEGE

Receiving Department
1111 Figueroa Place
Wilmington, CA 90744

LOS ANGELES VALLEY COLLEGE

Receiving Department
5800 Fulton Ave
Van Nuys, CA 91401

LOS ANGELES MISSION COLLEGE

Receiving Department
13356 Eldridge Avenue
Sylmar, CA 91342

WEST LOS ANGELES COLLEGE

Receiving Department
4800 Freshman Drive
Culver City, CA 90230

LOS ANGELES PIERCE COLLEGE

Receiving Department
6201 Winnetka Avenue
Woodland Hills, CA 91371

EDUCATIONAL SERVICES CENTER

Staff Services, 7th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017

EXHIBIT B
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT B - PRODUCT LISTING

Item Number	Item Description	Baseline Product or Equal
Classification A: Mounting Hardware		
1	Ceiling Mount for Projectors, Including Ceiling Plate, Projector Lock, Ceiling Trim Ring, 9"-12" Extension Pipe	Chief Models CMA115, RPAA1, CMA640B, CMS009012
2	Ceiling Mount for Projector	Chief CMA455
3	Projector Mount	Chief RPAA1
4	Monitor/TV Mount, Ultra Low Profile, for Sizes from 37" to 63" LCD Displays	Chief LSM
5	Monitor/TV Mount, Tilting, for Sizes from 32" to 47" LCD Displays	Chief MTAUP
6	Monitor/TV Mount, FIT Series Low Profile Hinge Mount, for Sizes from 26" to 42" LCD Displays	Chief RMF2
7	Monitor/TV Mount, Tilting, for Sizes from 40" to 63" LCD Displays	Chief RXT2
Classification B: Assistive Listening Devices		
8	Stationary FM Assistive Listening Bundled System w/(1) Transmitter and (4) Receivers	Listen Technology LS-01-072-01, Try Listen FM System
9	3 Channel FM Value Package w/Transmitter, Antenna, Receiver, Ear Buds and Notification	Listen Technology LP-3CV-072
10	Portable FM Assistive Listening System w/(1) Transmitter, (1) Mic and (1) Receiver, (3) Personal Display FM Receivers, and (8) Unit Charging Carrying Case	Listen Technology LR-500-072, LA-321, LA-161, LA-202
Classification C: Projectors and Screens		
11	Ceiling Mounted Projector, 6,000 Lumens, WXGA, DLP, Dual Lamp	Panasonic PT-DW6300US
12	Ceiling Mounted Projector, 5,300 Lumens, WXGA, DLP, Dual Lamp	Panasonic PT-DW5100US
13	Ceiling Mounted Projector, 5,500 Lumens, Wide Screen professional, WXGA	NEC NP 4100W
14	Ceiling Mounted Projector, 3,500 Lumens, XGA, EcoMode	NEC NP 610
15	Ceiling Mounted Projector, 4,000 Lumens, WXGA	NEC NP3250W

EXHIBIT B
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT B - PRODUCT LISTING

Item Number	Item Description	Baseline Product or Equal
16	Multi-media Projector, 3,500 Lumens, XGA, USB Plug N Play	Epson Powerlite 1830
17	Interactive Ceiling Mounted Projector System, 96"W Projection Size, WXGA	Similar to Epson Brightlink 450 Wi (Disc.)
18	Wall Mounted Projection Screen, 100" Diagonal	DaLite 40782
19	Wall Mounted Projection Screen, 150" Diagonal	DaLite 76738
20	Wall Mounted Manual Retracting Screen	Elite M120XWV2-SRM
Classification D: Cameras		
21	Visual Display Projector, w/Built-in LCD Monitor, 1.35 megapixel CMOS image sensor, 64x zoom and auto focus	Elmo P30S
22	High Definition Ceiling Mounted Visualizer System	Vaddio 999-3008-000
23	High Definition Camera	Polycom EagleEye HD
24	USB Camera Capture Program	Polyvision CC-PRO-81
Classification E: Flat Panel Display Units		
25	Flat Panel Display, LCD, 60"D, Touchscreen, Full Array Backlit Technology and Infra-red Technology, and (3) Year Extended Warranty	Sharp PN-L601B/SESPCE3E
26	Flat Panel Display, LCD, 40"D, Full HD 1080, and (3) Year Extended Warranty	Sharp LC-40LE830U/SESPCE3D
27	Flat Panel Display, LCD, 46"D, Full HD 1080, Attached Stereo Speakers, and (3) Year Extended Warranty	Sharp LC-46LE830U/SESPCE3E
28	52" Class (52-1/16" Diagonal) Screen Size w/ Thin Bezel Full 1920 x 1080 Res. from Digital/Analog RGB & HD Video and (3) Year Extended Warranty	Sharp PNE-E521
29	60" Class (60-1/16" Diagonal) Screen Size w/ Thin Bezel, Full 1920 x 1080 Res. from Digital/Analog RGB & HD Video and (3) Year Extended Warranty	Sharp PN-E601

EXHIBIT B
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT B - PRODUCT LISTING

Item Number	Item Description	Baseline Product or Equal
Classification F: Equipment & Software		
30	DVD/VHS Player	Sony SLV-D380P
31	Blue Ray/DVD Player	Oppo BDP-93
32	Touchpanel, Wall Mount, 9"	Crestron TPMC-9L
33	Remote Helpdesk and Resource Management Software	Crestron Roomview Express SW-ROMVW-ENT
34	Enterprise Management and Scheduling Software, Server Edition	Crestron Roomview Server Edition SW-ROOMVW-SERVER
35	Integrated Control System, Dual IP, with Ethernet Card and Appropriate Updated Software to Link Equipment	Crestron AV2/C2NET-2
36	Audio Mixer and Appropriate Updated Software to Link Equipment	Bi-Amp Nexia CS
37	Microphone Kit, with Wireless and Podium Fittings	Shure SLX124/85/SM58, MX418/C
38	Video Conference System w/Warranty	Lifesize 1000-0000-1126/1000-2300-1126
39	Amplifier, 250/800W, 4 Channel	Crown CTs-4200

EXHIBIT B
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT B - PRODUCT LISTING

Item Number	Item Description	Baseline Product or Equal
Classification G: Storage and Lecterns		
40	Interactive Lectern	DWI D30 CUSTOM
41	Desk w/Removable Table-top Lectern	DWI IS-20
42	ADA Adjustable Lectern w/AV Storage Capability	KI Wharton Lectern, Bretford TecTern ADA Podium
43	Credenza Rack Unit, Contemporary Style, Available in 1,2 or 3 Bays, w/13 Rack Spaces per Bay	Middle Atlantic C5FX/C5KX-CSD
44	Equipment Storage Rack w/Side Panels	Middle Atlantic MRK-4426-AV
Additional Unit Pricing Labor Rates For Ancillary Services Not Included In Bid Prices		
45	Additional Labor Rates	Unit Price charged in increment of: Per Person/hour, Equipment Rental rates; Storage Per Square Foot rates, etc.

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
7	Monitor/TV Mount, Tilting, for Sizes from 40" to 63" LCD Displays	1 (ONE)	
	MAKE/MODEL: Chief RXT2		\$82.00
Classification B: Assistive Listening Devices			
8	Stationary FM Assistive Listening Bundled System w/(1) Transmitter and (4) Receivers	1 (ONE)	
	MAKE/MODEL: Listen LS-01-72-01		\$531.00
9	3 Channel FM Value Package w/Transmitter, Antenna, Receiver, Ear Buds and Notification	1 (ONE)	
	MAKE/MODEL: Listen LP-3CV-072		\$531.00
10	Portable FM Assistive Listening System w/(1) Transmitter, (1) Mic and (1) Receiver, (3) Personal Display FM Receivers, and (8) Unit Charging Carrying Case	1 (ONE)	
	MAKE/MODEL: Listen See attached package configuration		\$966.80
Classification C: Projectors and Screens			
11	Ceiling Mounted Projector, 6,000 Lumens, WXGA, DLP, Dual Lamp	1 (ONE)	
	MAKE/MODEL: Panasonic PT-DW6300US		\$4,601.00
12	Ceiling Mounted Projector, 5,300 Lumens, WXGA, DLP, Dual Lamp	1 (ONE)	
	MAKE/MODEL: Panasonic PT-DW5100US		\$1.01
13	Ceiling Mounted Projector, 5,500 Lumens, Wide Screen professional, WXGA	1 (ONE)	
	MAKE/MODEL: NEC NP4100/W		\$2,529.00
14	Ceiling Mounted Projector, 3,500 Lumens, XGA, EcoMode	1 (ONE)	
	MAKE/MODEL: NEC NP-P350X		\$1,117.00
15	Ceiling Mounted Projector, 4,000 Lumens, WXGA	1 (ONE)	
	MAKE/MODEL: NEC NP-PA550W		\$2,179.00

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
16	Multi-media Projector, 3,500 Lumens, XGA, USB Plug N Play MAKE/MODEL: Epson Powerlite 1835	1 (ONE)	\$944.00
17	Interactive Ceiling Mounted Projector System, 96"W Projection Size, WXGA MAKE/MODEL: Epson BrightLink 455WX	1 (ONE)	\$1,696.00
18	Wall Mounted Projection Screen, 100" Diagonal MAKE/MODEL: Dalite 40782	1 (ONE)	\$530.00
19	Wall Mounted Projection Screen, 150" Diagonal MAKE/MODEL: Dalite 76738	1 (ONE)	\$625.00
20	Wall Mounted Manual Retracting Screen MAKE/MODEL: Elite M120XWV2-SRM	1 (ONE)	\$143.00
Classification D: Cameras			
21	Visual Display Projector, w/Built-in LCD Monitor, 1.35 megapixel CMOS image sensor, 64x zoom and auto focus MAKE/MODEL: Elmo P30S	1 (ONE)	\$1,893.00
22	High Definition Ceiling Mounted Visualizer System MAKE/MODEL: UADDIO 999-3008-000	1 (ONE)	\$1,750.00
23	High Definition Camera MAKE/MODEL: Polycom Eagle Eye HD	1 (ONE)	\$1,440.00

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
24	USB Camera Capture Program MAKE/MODEL: Mimeo Teach & Capture	1 (ONE)	\$948.00
Classification E: Flat Panel Display Units			
25	Flat Panel Display, LCD, 60"D, Full 1080 HD, Touch screen, w/3 yr Extended Warranty MAKE/MODEL: Sharp PN-L601B/SESPCE3E	1 (ONE)	\$5,500.00
26	Flat Panel Display, LCD, 40"D, Full HD 1080, and (3) Extended Warranty MAKE/MODEL: Sharp LC-40LE830U/SESPCE3E	1 (ONE)	\$550.00
27	Flat Panel Display, LCD, 46"D, Full HD 1080, Attached Stereo Speakers, and (3) Extended Warranty MAKE/MODEL: Sharp LC-46L830U/SESPCE3E	1 (ONE)	\$1,180.00
28	52" Class (52-1/16" Diagonal) Screen Size w/ Thin Bezel Full 1920 x 1080 Res. from Digital/Analog RGB & HD Video and (3) Year Extended Warranty MAKE/MODEL: Sharp PNE-E521/SESPCE3E	1 (ONE)	\$2,002.00
29	60" Class (60-1/16" Diagonal) Screen Size w/ Thin Bezel, Full 1920 x 1080 Res. from Digital/Analog RGB & HD Video and (3) Year Extended Warranty MAKE/MODEL: Sharp PNE-601/SESPCE3E	1 (ONE)	\$3,826.80
Classification F: Equipment & Software			
30	DVD/VHS Player MAKE/MODEL: Toshiba SD-V296	1 (ONE)	\$80.00
31	BlueRay/DVD Player MAKE/MODEL: Sharp BD-HP75U	1 (ONE)	\$205.00

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
32	Touchpanel, Wall Mount, 9"	1 (ONE)	\$1,546.00
	MAKE/MODEL: Crestron TPMC-9L		
33	Remote Helpdesk and Resource Management Software	1 (ONE)	\$0.00
	MAKE/MODEL: Crestron SW-ROMVW-ENT		
34	Enterprise Management and Scheduling Software, Server Edition	1 (ONE)	\$0.00
	MAKE/MODEL: Crestron SW-ROMVW-Server		
35	Integrated Control System, Dual IP, with Ethernet Card and Appropriate Updated Software to Link Equipment	1 (ONE)	\$1,900.00
	MAKE/MODEL: Crestron AV2/C2ENET-2		
36	Audio Mixer and Appropriate Updated Software to Link Equipment	1 (ONE)	\$1,804.00
	MAKE/MODEL: Biamp Nexia CS		
37	Microphone Kit, with Wireless and Podium Fittings	1 (ONE)	\$500.00
	MAKE/MODEL: See attached Quote # 42790		
38	Video Conference System w/Warranty	1 (ONE)	\$13,565.00
	MAKE/MODEL: See attached Quote # 42790		
39	Amplifier, 250/800W, 4 Channel	1 (ONE)	\$882.00
	MAKE/MODEL: Crown CTS-4200		

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
Classification G: Storage and Lecterns			
40	Interactive Lectern MAKE/MODEL: DWI D30Custom	1 (ONE)	\$1,321.00
41	Desk w/Removable Table-top Lectern MAKE/MODEL: DWI IS-20	1 (ONE)	\$2,589.00
42	ADA Adjustable Lectern w/AV Storage Capability MAKE/MODEL: See attached Quote # 42790	1 (ONE)	\$4,930.00
43	Credenza Rack, 3 Bay, w/13 Racks per bay, Contemporary Design See attached Quote # 42790	(1) ONE	\$842.00
44	Equipment Storage Rack w/Side Panels MAKE/MODEL: Middle Atlantic MRK 4226-AV	1 (ONE)	\$1,445.00

NOTE: BID PRICE INCLUDES DELIVERY, SET UP (WHERE REQUIRED) AND ANY OTHER FEES EXCEPT SALES TAX

TOTAL IN FIGURES DELIVERED/SET UP: **\$67,814.61**

EXHIBIT C
 LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 DISTRICT-WIDE PROCUREMENT OF AUDIO VISUAL EQUIPMENT

EXHIBIT C - PRICE SCHEDULE

Item #	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Delivered Bid Price Stated In Numbers
Additional Unit Pricing Labor Rates For Ancillary Services Not Included In Bid Prices			
45	Contract rates for <u>unanticipated</u> services required above and beyond those defined in the Standard Scope of Work defined in Appendix A: Scope of Services		Labor Rate Stated In Numbers
	Design & Consulting Services for AV Systems:	1 (ONE) HOUR	\$45.00
	Carry Up Labor/Reg:	1 (ONE) HOUR	\$21.00
	Carry Up Labor/OT:	1 (ONE) HOUR	\$30.50
	Integrator Labor/Reg:	1 (ONE) HOUR	\$38.28
	Integrator Labor/OT:	1 (ONE) HOUR	\$57.42
	Other Manual Labor/Reg:	1 (ONE) HOUR	\$16.00
	Other Manual Labor/OT:	1 (ONE) HOUR	\$24.00
	Equipment Services (Rental Per Hour):	1 (ONE) HOUR	\$1.00

Exhibit D

BID SHEET FOR BID #94 Audio Visual Equipment

This Form "Exhibit D" and Required Declaration As Indicated Below, Must Be Completed In Its Entirety Or Your Bid May Be Considered Non-Responsive .

1) Check all Classifications for which you are submitting a Bid :

- a. Classification A:
- b. Classification B:
- c. Classification C:
- d. Classification D:
- e. Classification E:
- f. Classification F:
- g. Classification G:

Max. points 10

2) Personnel Resources – Describe in detail your in-house and sub-contracting staff capabilities available as required for all project types for initial planning, installation and warranty work:

See attached letter head

Max. points 20

3) Identify the discount off of retail price from each catalog/mmanufacturer you will be providing to the District under this contract(if more space is needed, please attach a separate sheet and reference Bid 94 Exhibit D Section 3):

Classification	Manufacturer(s)	Discount
A	Chief	40%
B	Listen Tech	26%
C	See Quote # 42970	
D	See Quote # 42970	
E	Sharp	36%
F	See Quote # 42970	
G	See Quote # 42970	

Max. points 20

- 4) Product warranties: How many years of an additional extended warranty, beyond the Manufacturer's Published Warranty, will your firm provide for the Goods listed in the Bid Form (Exhibit "C") (if more space is needed, please attach a separate sheet and reference Bid 94 Exhibit D Section 4):

Classification	Manufacturer(s)	Extended Warranty Period
A	10 years	manufacturer + 2 or 5 years MAX
B	See Quote # 42970	Manufacturer + 2 or 5 years MAX
C	See Quote # 42970	Manufacturer + 2 or 5 years MAX
D	See Quote # 42970	Manufacturer + 2 or 5 years MAX
E	PRO = 3 yrs, Aguos = 1 yr	Manufacturer + 2 or 5 years MAX
F	See Quote # 42970	Manufacturer + 2 or 5 years MAX
G	DWI = 2 yrs, KI = 10 yrs, Mid Atlantic = 7 yrs	Manufacturer + 2 or 5 years MAX

Max. points 20

An additional maximum of 30 points will be assigned to the overall Exhibit C pricing, for a total of 100 possible points per submission/bidder.

CONFIRMATION: All orders placed by the District are to be priced with freight costs included, FOB Destination (cost borne by vendor) Yes: No:

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the Technical Specifications (Exhibit "B"), General Conditions, Bid Form and Instructions to Bidders, hereby offers to provide the Goods and services described above and conforming to the specifications contained in the Request for Bid.

Bidder: GST
(Type or Print Complete Legal Name of Firm)

By: [Signature] HENRY P. NGO
(Signature)

Title: SENIOR VICE PRESIDENT

Date: 6-28-2011



EXHIBIT D, SECTION 2, PERSONNEL RESOURCES

GST understands the importance of integration and services. That is why we believe our resources and capabilities will provide LACCD with a sense of real prioritization. We have a total of 6 Senior Level Engineers and 30 Technicians full-time GST employees. Our extensively trained staff has gained substantial experience through implementation of previous audio/visual projects at LACCD. We provide the capabilities and expectations required for all projects from the initial planning stages to installation, post-support, training and warranty. With various specialties we have the control and quality assurance that is expected to maintain the standard of our work. We also have access to a multitude of main-tier experienced vendors and manufacturers to sub-contract for some of the more proprietary configuration and/or installations to ensure that we meet specifications and requirements.

Specific to audio/visual, our engineers are certified by some of the most widely integrated products and can handle very detailed programming requirements. We have the necessary skills to design the appropriate solution in very sophisticated environments. Our support staff has the ability to research and procure a variety of products, whether in large volume or sourcing unique items. We can respond promptly and efficiently to quote requests or management of projects in progress.



Golden Star Technology Inc. DBA: GST Inc.
 13043 166th Street
 Cerritos, California 90703
 United States
<http://www.gstes.com>

Quotation

Date Jun 27, 2011 10:34 AM PDT	Expiration Date Jul 27, 2011
Doc # 42970 - rev 1 of 1	
Description ATTACHMENT FOR AV MASTER AGREEMENT BID # 94	
SalesRep Engle, Randee (P) 562-345-8762	
Customer Contact Spear, Paul	

Customer
 BUILD-LACCD (LM0490)
 915 WILSHIRE BLVD # 810
 LOS ANGELES, California 90017

Bill To
 BUILD-LACCD
 Accounts, Payable
 915 Wilshire Blvd., Suite 810
 Los Angeles, California 90017

Ship To
 BUILD-LACCD
 Spear, Paul
 915 Wilshire Blvd., Suite 810
 Los Angeles, California 90017

Customer PO:
None

Terms:
Net 30 Days

Ship Via:
FedEx Ground

Special Instructions:
None

Carrier Account #:
None

Item Description	Part #	List Price	Qty	Tax	Unit Price	Total
EXHIBIT C - EXTENDED PRODUCT DESCRIPTIONS						
1 CLASSIFICATION A: MOUNTING HARDWARE CMA115 CEILING MOUNT FOR PROJECTORS, INCLUDING RPAA1 CEILING PLATE, LOCK, CMA640B TRIM RING AND EXTENSION CMS009012 EXTENSION POLE	LINE 1	N/A	1	Yes	\$229.00	\$229.00
2 CLASSIFICATION B: ASSISTIVE LISTENING DEVICES LT-800-072 TRANSMITTER LA-161 MIC (EAR BUDS) LR-500-072 RECEIVER LA-321 8 UNIT PORTABLE FM CHARGING / CARRYING CASE	LINE 10	N/A	1	Yes	\$966.80	\$966.80
3 CLASSIFICATION F: EQUIPMENT & SOFTWARE SLX124/85/SM58 MICROPHONE KIT MX418/C MICROPHONE	LINE 37	N/A	1	Yes	\$500.00	\$500.00
4 CLASSIFICATION F: EQUIPMENT & SOFTWARE 1000-0000-1126 VIDEO CONFERENCE 1000-2300-1126 WARRANTY	LINE 38	N/A	1	Yes	\$13,565.00	\$13,565.00
5 CLASSIFICATION G: STORAGE AND LECTERNS KI WHARTON LECTERN PART NUMBER # WLECT.NKBD	LINE 42	N/A	1	Yes	\$4,930.00	\$4,930.00
6 CLASSIFICATION G: STORAGE AND LECTERNS C5FX (C5F1) CREDENZA RACK UNIT FRAME C5KX-CSD (C5K11-CSD-36) CREDENZA RACK UNIT FINISHING KIT	LINE 43	N/A	1	Yes	\$842.00	\$842.00

EXHIBIT D, SECTION 3 - DISCOUNTS

7 CLASSIFICATION C: PROJECTORS AND SCREENS PANASONIC = 40% NEC = 41% EPSON = 40% DALITE = 30% ELITE = 35%		N/A	1	No	\$0.00	\$0.00
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8	CLASSIFICATION D: CAMERAS ELMO = 38% VADDIO = 39% POLYCOM = 32% MIMIO = 16%	N/A	1	No	\$0.00	\$0.00
9	CLASSIFICATION F: EQUIPMENT & SOFTWARE TOSHIBA = 18% SHARP = 36% CRESTRON = 41% BIAMP = 32% SHURE = 30% LIFESIZE = 25% CROWN = 40%	N/A	1	No	\$0.00	\$0.00
10	CLASSIFICATION G: STORAGE AND LECTERNS DWI = 40% KI = 40% MIDDLE ATLANTIC = 30%	N/A	1	Yes	\$0.00	\$0.00
EXHIBIT D, SECTION 4 - EXTENDED WARRANTY INFORMATON						
11	CLASSIFICATION B: ASSISTIVE LISTENING DEVICES LT AND LR SERIES = LIFETIME OTHER ITEMS = 3 YEARS	N/A	1	No	\$0.00	\$0.00
12	CLASSIFICATION C: PROJECTORS AND SCREENS PANASONIC = 3 YEARS NEC = 3 YEARS EPSON = 2 YEARS DALITE = 1 YEAR ELITE = 2 YEARS	N/A	1	No	\$0.00	\$0.00
13	CLASSIFICATION D: CAMERAS ELMO = 5 YEARS VADDIO = 1 YEAR POLYCOM = 90 DAYS MIMIO = 2 YEARS (+ 3 = 5 YEARS W/ONLINE REGISTRATION)	N/A	1	No	\$0.00	\$0.00
14	CLASSIFICATION F: EQUIPMENT & SOFTWARE TOSHIBA = 90 DAYS SHARP = 1 YEAR CRESTRON = 3 YEARS BIAMP = 5 YEARS SHURE = 2 YEARS LIFESIZE = 1 YEAR CROWN = 3 YEARS	N/A	1	No	\$0.00	\$0.00

Subtotal: \$21,032.80
Tax (9.750%): \$2,050.70
Shipping: \$0.00
Total: \$23,083.50

Thank you. We value your business and will continue to provide you excellent service in addition to our comprehensive product line.

Exhibit E

LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 SUSTAINABLE BUILDING PROGRAM
 AUDIO VISUAL EQUIPMENT

ACKNOWLEDGMENT OF ADDENDA

The Bidder shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1.	5/27/11	<i>[Handwritten Signature]</i>
2.	6/3/11	<i>[Handwritten Signature]</i>
3.	6/16/11	<i>[Handwritten Signature]</i>

Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Date for Receipt of Bids and during that period of time shall not, without the written consent of the District, be modified, withdrawn or canceled by the Bidder, and Bidder so agrees in submitting this Bid.

Bidder warrants and represents that this Bid is submitted in accordance with, is subject to and complies with the requirements of the Bidding Documents, including, without limitation, the Instructions to Bidders.

The undersigned hereby declares, under penalty of perjury under the laws of the State of California, that all of the statements and representations made, or incorporated by reference, in this Bid and in the attachments submitted with this Bid are true and correct.

4.	6/21/11	<i>[Handwritten Signature]</i>
5.	6/22/11	<i>[Handwritten Signature]</i>
6.	6/27/11	<i>[Handwritten Signature]</i>

Exhibit E

Individual Bidder

By: (signature): _____
Name: (printed) _____
Title: _____
Company or Fictitious Name: _____
Date: _____
Business Address: _____

Business Telephone: _____
Business Fax: _____
Business E mail: _____

Corporation Bidder

Corporation Name: GST
(a CALIFORNIA [enter State of incorporation])
By: (signature): [Signature]
Name: (printed) HENRY P. NGO
Title: SENIOR VICE PRESIDENT
Business Address: 13043 166TH STREET
 CERRITOS, CA 90703

[Seal and Attest]

Business Telephone: 562-345-8700
Business Fax: 562-345-8714
Business E mail: hngo@gstes.com

Exhibit F
Evaluation Criteria

Evaluation Summary -- GST			
Line No.	Description	Available Points	Total
PRODUCT PRICE - 30 Points Maximum			
A	Overall Product Pricing		
	Lowest cumulative prices and responsive Bid for the Goods on Exhibit "C"	30	
	2nd lowest cumulative prices and responsive Bid for the Goods on Exhibit "C"	22	
	3rd lowest cumulative prices and responsive Bid for the Goods on Exhibit "C"	14	
	4th lowest cumulative prices and responsive Bid for the Goods on Exhibit "C"	5	
	5th lowest cumulative prices and responsive Bid for the Goods on Exhibit "C"	0	30
DISCOUNTS - 20 Points Maximum			
B	Overall Product Discounting		
	Deepest submitted discount by a Bidder	20	
	2nd deepest submitted discount by a Bidder	15	
	3rd deepest submitted discount by a Bidder	10	
	4th deepest submitted discount by a Bidder	5	
	5th deepest and all other submitted discounts by a Bidder	0	20
WARRANTY AND SERVICE COVERAGE - 20 Points Maximum			
C	Longest Term Extended Warranty Coverage		
	Longest Extended Warranty Coverage by a Bidder	20	
	2nd Longest Extended Warranty Coverage by a Bidder	15	
	3rd Longest Extended Warranty Coverage by a Bidder	10	
	4th Longest Extended Warranty Coverage by a Bidder	5	
	5th Longest Extended Warranty Coverage by a Bidder	0	20
PERSONNEL RESOURCES - 20 Points Maximum			
D	Staffing Capability		
	Most experienced and product appropriate Staffing presented by a Bidder	20	
	2nd Most experienced and product appropriate Staffing presented by a Bidder	15	
	3rd Most experienced and product appropriate Staffing presented by a Bidder	10	
	4th Most experienced and product appropriate Staffing presented by a Bidder	5	
	5th Most experienced and product appropriate Staffing presented by a Bidder	0	15
CLASSIFICATIONS INCLUDED IN BID - 10 Points Maximum			
E	Quantity of Classifications Submitted		
	All Classifications Submitted	10	
	4 Classifications Submitted	8	
	3 Classifications Submitted	6	
	2 Classifications Submitted	4	
	1 Classifications Submitted	2	10
	TOTAL AVAILABLE POINTS =	100	95

Appendix A Scope of Services

Required Services from Bidder. At a minimum, all bidders are required to provide the following services as an integral component of their quoted price to the District:

RESPONSIBLE PARTY	PERFORMANCE SPECIFICATION
Supplier	Supplier must have been in the business of specifying, planning, and coordinating Audio Visual equipment and materials for a minimum period of five (5) years prior to the contract bid date
	Supplier must specify only those products that will work effectively and easily with other components in the specific application or project environment, and whose warranty will not be invalidated by installing in a institutional environment
	Supplier must certify that the proposed system and/or components will not interfere with other equipment, PCs that may be nearby, or other campus systems, nor be harmful to the well-being of student, faculty or staff
	All warranty documentation, Training Manuals and Technical information must be provided in both soft and hard copies to the District within ten (10) days of product receipt <i>District may withhold invoice payment</i> until received
	Supplier must coordinate receipt and inspection of all purchased item(s) at vendor location
	Supplier must inspect all purchased item(s) upon receipt, manage freight claims as needed to stay within agreed upon installation schedule, and communicate any changes or concerns immediately in writing to RPM
	All items requiring installation into millwork will be contracted by the District
	Supplier must include redelivery to the designated location on campus and coordinate delivery of the item(s) to fit within project schedule, in conjunction with the RPM
	Supplier must provide one (1) free detailed training on the operation, care and maintenance of the item(s) provided to pre-determined campus staff following installation
	Supplier shall provide guaranteed response times for both live telephone support during normal campus operating hours (six days a week, 7:30 AM to 11:00 PM), instant virtual access through network to troubleshoot issues 24/7, as well as provide on-site technical support within no more than eight (8) hours, within a business cycle, for technical issues that can not be resolved virtually
	Supplier shall provide "plug and play" replacements of applicable components as part of the contracted scope of services, including shipment to the client location within twenty-four hours of order placement.



BuildLACCD

MASTER AGREEMENT CONTACT INFORMATION

Contract #: 40197
Vendor: GST
Contract Type: Catalog
Contract Description: Audio Visual Equipment
Catalog Discount:: 16% to 40%
Chargeable GL (Const or FFE): FF&E
Services Provided: Yes

Main Representative Contact Information:

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Mobile: _____

FAX: _____



Los Angeles Community College District

City • East • Harbor • Mission • Pierce • Southwest • Trade-Technical • Valley • West

Master Procurement Agreement Contract No. 40197

Amendment No. 03

COLLEGE: District-wide

PROJECT: 40J.5D55.05

SUPPLIER: Golden Star Technology, Inc. d/b/a GST

Summary of Change: Change Article 3 "Term" from three (3) years to five (5) years

Effective April 16, 2014, the District and Vendor hereby agree to amend the Master Procurement Agreement contract as follows:

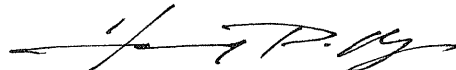
In the Master Agreement, change Article 3 "Term" of the contract from three (3) to five (5) years to agree with FPD2 of the Board of Trustees report dated July 13, 2011 which authorizes a five (5) year term.

Except as stated herein, all other provisions of the Agreement remain unchanged and in full force and effect. This Amendment is entered into as of the day and year written above.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

GOLDEN STAR TECHNOLOGY, INC. d/b/a GST

By: _____
James D. O'Reilly, Chief Facilities Executive



Signature

HENRY P. NGO

Print Name

Date: _____

SENIOR VICE PRESIDENT

Title

Or:
By: _____
Thomas L. Hall, Director Facilities Planning and Development

4-16-2014

Date

Date: _____

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Mark Johnson, Ed.D, Superintendent
FROM: Christine Fullerton – Assistant Superintendent, Business
Joe Hastie – Supervisor, Maintenance
DATE: June 25, 2015
SUBJECT: **APPROVAL TO UTILIZE COLTON JOINT UNIFIED
SCHOOL DISTRICT PIGGYBACK BID #15-04 AND ALL EXTENSIONS**

BACKGROUND

The District has multiple shade structures and playground areas at each of the sites. Routine maintenance and replacement of the shade covers, play equipment, and play surfaces is done on an ongoing basis. Utilization of the Colton Joint Unified School District Piggyback Bid #15-04 allows the District to purchase the shade covers, play equipment, and play surfaces at the best possible price through Dave Bang Associates Inc., a vendor that is known to the District and has experience with installations within the District.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Colton Joint Unified School District Piggyback Bid #15-04 including any and all bid extensions for the purpose of purchasing shade covers, play equipment, and play surfaces on an ongoing basis throughout the District and authorize the Superintendent or his designee to sign all documents on behalf of the District.

PUBLIC CONTRACT PURCHASING

PLAYGROUND EQUIPMENT SAFETY SURFACING OUTDOOR SITE FURNISHINGS DSA SHADE SHELTERS

DAVE BANG ASSOCIATES, INC.

1-800-669-2585

FAX 1-800-729-2483

COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 VALENCIA DRIVE, COLTON, CA 92324

BID NUMBER 15-04 **PLAYGROUND EQUIPMENT AND DSA SHADE SHELTERS**

Piggyback Clause: For the term of the contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city or town in the State of California, may purchase, lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges).

The Colton Joint Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause WILL NOT affect the outcome of this bid.

Piggyback option granted

 _____

(please initial)

Piggyback option not granted

The undersigned has read all of the conditions, instructions and specifications, is familiar with, understands, and will conform by furnishing and delivering the goods and/or services at the prices quoted above.

BID PRICING

COLTON JOINT UNIFIED SCHOOL DISTRICT
 1212 Valencia Drive
 Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
 PRICING INFORMATION

<u>Item</u>	<u>Quantity</u>	<u>Brand/Model Supplied</u>	<u>Unit Cost</u>	<u>Shipping</u>	<u>Total</u>
1.	1 each	Playworld Systems #C15004CH -As Specified	\$47,437.-	\$4,278.-	\$51,715.-
2.	1 each	Playworld Systems #C15003SP -As Specified	\$32,716.-	\$3,323.-	\$36,039.-
3.	1 each	Playworld Systems #C15001SP -As Specified	\$21,949.-	\$2,325.-	\$24,274.-
4.	1 each	Americana Building Products #IL1058-13 C&C, Illin: 10/58' -As Specified DSA PC# 02-113840	\$25,865.-	\$1,724.-	\$27,589.-

TOTAL BASE BID AMOUNT (Items 1-4)

\$139,617.00

DO NOT INCLUDE SALES TAX OR INSTALLATION ON THE PROPOSAL FORM

COLTON JOINT UNIFIED SCHOOL DISTRICT
 1212 Valencia Drive
 Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
 ADDITIONAL PRICING INFORMATION

Optional: Bidders may list percent discounts from their current, general published component pricing catalog for playground equipment, or specified catalogs for their full line of products, if they wish. The District reserves the right to accept or reject any general discount when making any award.

Manufacturer Submitted	% Discount	Shipping	Minimum Freight
Playworld Systems	17.0%	Less than 1K lbs: \$2.05/LB more than 1K lbs: \$1.72/LB	\$1,000.-
Playworld Shipping Cont...		more than 2K lbs \$1.47/LB more than 5K lbs \$1.28/LB	
Wabash	15.0%	Less than 1K lbs \$2.35/LB more than 1K lbs \$1.96/LB	\$1,000.-
Wabash Shipping cont...		more than 2K lbs \$1.68/LB more than 5K lbs \$1.46/LB	
PW Athletic	15.0%	less than 1K lbs \$1.40/LB more than 1K lbs \$1.15/LB more than 2K lbs \$1.00/LB	\$1,000.-
Americana Building Products	5.0%	\$.58/LB	\$ 600.-
Pro-tect turf	5.0%	Included	N/A
Tot Turf	5.0%	Included	N/A
Robertson Recreational Surfaces	5.0%	\$.65/LB	\$1,000.-
Custom Canopies, Inc.	5.0%	\$.20/LB	\$ 400.-
Patterson-Williams	10.0%	less than 1K lbs: \$1.40/LB more than 1K lbs: \$1.15/LB more than 2K lbs: \$1.00/LB	\$1,000.-
Zeager Brothers	5.0%	\$800 per 100 cubic yards	\$1,000.-
Urbanscape	10.0%	Less than 1K lbs: \$2.35/LB more than 1K lbs: \$1.96/LB	\$1,000.-
Playsimple	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-
LifeTrail	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-
Neos	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-

COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
ADDITIONAL PRICING INFORMATION (cont.)

Optional: Bidders may list percent discounts from their current, general published component pricing catalog for playground equipment, or specified catalogs for their full line of products, if they wish. The District reserves the right to accept or reject any general discount when making any award.

<u>Manufacturer Submitted</u>	<u>% Discount</u>	<u>Shipping</u>	<u>Minimum Freight</u>
LA steelcraft	10.0%	\$.58/LB	\$1,000.-
Kay Park	10.0%	\$.58/LB	\$600.-
Most Dependable Fountains	5.0%	\$.50/LB	\$600.-
HAWS	5.0%	\$.50/LB	\$600.-
Jensen Swing Products	5.0%	\$.32/LB	\$400.-
Childforms	5.0%	\$.58/LB	\$600.-
National Recreation	10.0%	\$.67/LB	\$700.-
Playworld Systems, Inc. Family of Products	5.0%	Less than 1K lbs: \$2.05/lb more than 2K lbs: \$1.72/lb	\$1,000.-
Sunports	5.0%	\$.63/LB	\$600.-
Recycled Wood Products	5.0%	\$800 per 100 cubic yards	\$1,000.-
Artesia Sandust Products	5.0%	\$800 per 100 cubic yards	\$1,000.-
Sof"Fall	5.0%	\$800 per 100 cubic yards	\$1,000.-
Sof' Solutions	5.0%	\$.65/LB	\$600.-
Sof' Surfaces	5.0%	\$.65/LB	\$600.-
No Fault	5.0%	\$.65/LB	\$600.-
Turboscape	5.0%	\$25 per cubic yard	\$1,000.-

PIGGYBACK
CLAUSE

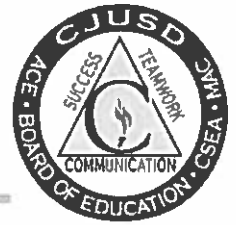
MINUTES /

ADVERTISING

Colton Joint Unified School District

Jerry Almendarez, Superintendent

Jaime R. Ayala, Assistant Superintendent, Business Services



Certification of Minutes

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, March 12, 2015, at 6:00 p.m. in the Board Room at the 18829 Orange Street, Bloomington, California 92316.

Members Present: 6

Members Absent: 1

Action Section – Action Items

Section 8

On motion of Board Member Cenicerros and Board Member Taylor and carried on a 6-0 vote, (Board Member Tabera absent) the Board approved Action Item 8.9 as presented.

#8.9

Award of Bid #15-04 to Dave Bang Associates for Playground Equipment and DSA Shade Shelters

I, Jaime R. Ayala, Assistant Superintendent, Business Services, for the COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

March 16, 2015



Agenda Item Details

Meeting	Mar 12, 2015 - Board of Education Regular Meeting Agenda
Category	8. Action Session - Action Items
Subject	8.9 Award of Bid #15-04 to Dave Bang Associates for Playground Equipment and DSA Shade Shelters
Access	Public
Type	Action - Business Services Division
Preferred Date	Mar 12, 2015
Absolute Date	Mar 12, 2015
Dollar Amount	50,000.00
Budget Source	General Fund or Self Insurance Fund 67 Expenditure: \$50,000 as needed
Recommended Action	That the Board award Bid #15-04 to the lowest responsible bidder, Dave Bang Associates, Inc., for playground equipment and DSA shade shelters, as presented.
Goals	1. Communication Facilities/Support Services Budget Planning

Public Content

Bids for playground equipment and DSA shade shelters were opened on February 11, 2015. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. One vendor submitted and bid.

This bid was conducted to meet the needs of the District on an as needed basis. The District currently has fifty-eight separate play equipment areas on our campuses. The main use of this bid will be to maintain the safety of our playground's fall surface material. Properly maintained engineered wood fiber has the highest impact attenuation rating out of all fall surfaces available. Impact attenuation is the ability of a fall surface to absorb and dissipate the impact of a child's fall from play equipment to the safety surface below. Fall surface materials are rated by the Consumer Products Safety Commission (CPSC).

The District will replenish engineered wood fiber fall surface material as needed in play equipment areas in the District. Cost to replenish specific sites varies due to the varying sizes of play areas at each site.

Executive Content

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

4030 N GEORGIA BLVD, SAN BERNARDINO, CA 92407
Telephone (909) 889-9666 / Fax (909) 885-1253

DAVID BEESON
COLTON JOINT UNIFIED SCHOOL DIST.
1212 VALENCIA DRIVE
COLTON, CA - 92324

SBS #: 2710738

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: BIDS - NOTICE INVITING BIDS-SB

Ad Description:


Playground Equipment and DSA Shade Shelters

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/20/1952, Case No. 73084. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

01/27/2015, 02/03/2015

Executed on: 02/03/2015
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature

NOTICE INVITING BIDS
Notice is hereby given that the Board of Trustees of the Colton Joint Unified School District will receive sealed bids to be delivered to the Purchasing Department, 1212 Valencia Drive, Colton, CA 92324 on or before 10:00 a.m., on February 11, 2015, for Playground Equipment and DSA Shade Shelters in accordance with specifications contained in Bid #15-04, which is available at the above stated address.
The Governing Board of said school district reserves the right to accept or reject any or all bids or parts thereof, to be the sole judge of merits and qualifications of the items or services offered and the ability of the bidder to responsibly perform; to waive any irregularities or informalities in any bid or in the bidding procedure and may accept other than the lowest bid offered.
Dave Beeson
Purchasing and Warehouse Director
1/27, 2/3/15
SBS-2710738#



BID

DOCUMENT

NOTICE INVITING BIDS

Notice is hereby given that the Board of Trustees of the Colton Joint Unified School District will receive sealed bids to be delivered to the **Purchasing Department**, 1212 Valencia Drive, Colton, CA 92324 on or before **10:00 a.m.**, on **February 11, 2015**, for **Playground Equipment and DSA Shade Shelters** in accordance with specifications contained in Bid **#15-04**, which is available at the above stated address.

The Governing Board of said school district reserves the right to accept or reject any or all bids or parts thereof, to be the sole judge of merits and qualifications of the items or services offered and the ability of the bidder to responsibly perform; to waive any irregularities or informalities in any bid or in the bidding procedure and may accept other than the lowest bid offered.

Dave Beeson
Purchasing and Warehouse Director

To be published on:
January 27, 2015 and
February 3, 2015.

General Bid Instructions and Conditions

1. **Preparation of Bid:** Submit bid on District form in a separate sealed envelope with project identification name on the outside. Bid must be returned to the Purchasing Department of the Colton Joint Unified School District on or before the day and hour specified. Faxed bids will not be accepted.
2. **Responsibility:** All bids shall be signed with the firm name and by a responsible officer or employee. It is the sole responsibility of the bidder to see that his bid is received in the Purchasing Department, in proper time. Bids received after this time will be returned unopened.
3. **Corrections:** All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent to the error and shall be initialed in ink by the person signing the bid. Verify bids before submission. Once opened, they cannot be corrected or withdrawn.
4. **Acceptance:** Prices shall be stated in units specified only. Both the unit price and extensions must be shown. In case of a discrepancy between the unit price and extension, the unit price will be considered correct
5. **Award of Contract:** The District reserves the right to accept or reject any or all bids, to accept or reject any item thereon, to waive any irregularities in the bid or bidding. The District will act as the sole judge of the merit and qualifications of the materials offered and accept whatever bid is deemed to be in the best interest of the District. **The award of the contract, if made by the District, will be to the lowest responsible bidder based on the total base bid amount.**
6. **Brand Name and Number:** Brands of equal make or type which are substantially the same or better than those specified are acceptable. Brands as listed on the bid form are given for descriptive purposes only. The bidder shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand and number specified in the bid form.

The playground layout shown in the plan view is based upon equipment and measurements from Playworld Systems, with age specific components. Acceptable manufacturer is Playworld Systems or equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met and the provisions contained in paragraph 7, "Product Substitutions" are met. If the playground equipment bid is based on product other than Playworld Systems and the product is determined by the District to be not equal, the bid will be rejected.

The acceptable manufacturer for shade shelters is American Building Products or equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met and the provisions contained in paragraph 7,

“Product Substitutions” are met. If the shade shelter bid is based on product other than Americana Building Products and the product is determined by the District to be not equal, the bid will be rejected.

7. **Product Substitutions:** Nothing in this specification is intended to limit competition or to specify a particular manufacturer. Where a manufacturer’s name or trade name is specified the intent is to establish quality, specifications or utility of the items desired; and an item of equal quality and meeting equal specification and utility may be substituted subject to the following provisions:

Playground Equipment - All substitutions must be reviewed and approved by the District. For this purpose, submit with the bid, in duplicate, a list containing a description of each proposed substitute item or material along with the manufacturer’s name, contact and phone number. The list must include a match, item for item, for those listed in the specifications for Playworld Systems in tabular form with a plan view and 3-D view of the layout. Attach to the list sufficient data, drawings, samples, literature or other detailed information that will demonstrate to the District that the proposed substitute is equal in quality, utility and appearance to the material specified. Failure of the bidder to submit proposed substitutions for approval in the manner described above, and with the sealed bid response, shall be sufficient cause for disapproval by the District of any substitutions proposed.

Shade Shelters - All substitutions must be reviewed and approved by the District. For this purpose, submit with the bid, in duplicate, a list containing a description of the proposed substitute item or material along with the manufacturer’s name, contact and phone number. The list must include a match, item for item, for those listed in the specifications for Americana Building Products in tabular form. Attach to the list sufficient data, drawings, samples, literature or other detailed information that will demonstrate to the District that the proposed substitute is equal in quality, utility and appearance to the material specified. Failure of the bidder to submit proposed substitutions for approval in the manner described above, and with the sealed bid response, shall be sufficient cause for disapproval by the District of any substitutions proposed.

8. **Design and Fabrication:** Playground equipment and modular units submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail of the playground equipment, structure or modular unit specified in the drawings. Reasonable variations in size/height (no more than +/- 6”) and manufacturer’s standard colors may be allowed at the District’s discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the District. Variations resulting in the reduction of safety will not be considered equal.

9. **Samples:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder. The final decision as to whether the material or product is equal to that specified shall be made by the District.

9. **Hold Harmless Clause:** The supplier shall hold harmless and indemnify the District and the Board of Education, its officers and employees, from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order, however caused.
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the supplier or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the purchase order.

10. **Delivery:** The vendor shall be responsible for delivery and shall pay all costs including drayage, freight, and packing, for delivery F.O.B. to the District warehouse or to other points within the Colton Joint Unified School District as may be specified in this bid form. Each item shall be packed and shall be accompanied by a packing list and purchase order number. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications, without invalidating the remainder of the order.

11. **Taxes:** INCLUDE California State Sales Tax. DO NOT include Federal Excise Tax as school districts are exempt therefrom.

12. **Discount:** Cash discounts, when stated on the bid, shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not be considered in determining low bidder.

13. **Non-Bidders:** If a bid is not made, please notify the District if you wish to remain on the mailing list.

14. **Interpretations of Bid Documents:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The District shall not be responsible for any other explanation or interpretation of the bid document.

Requests for interpretations of the bid conditions and/or specifications shall be made to the District no later than four (4) business days prior to the bid opening date.

15. **Safety Regulations:** All equipment and supplies furnished, and/or work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California. All supplies purchased must conform with Education Code 32060, which restricts the use of toxic supplies requiring that they bear a label informing the user of the presence of hazardous ingredients, the potential health effects, and instructions for safe use. Material Safety Data Sheet must accompany invoice on these items.

16. **Affirmative Action:** The bidder in responding affirms that they are an Equal Opportunity Employer. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

17. **Default by Supplier:** If the supplier fails or neglects to furnish or deliver any of the materials, supplies, or services at the prices stated and in accordance with the terms and conditions of the bid and purchase order, the District may cancel the entire purchase order or any items affected by such default; may procure the articles or services from other sources and may deduct from any unpaid balance due the supplier or collect against the security, excess costs so paid. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices.

18. **Non-Discrimination:** In response to this bid, the vendor affirms that it is an equal opportunity employer, and does not discriminate in regard to race, color, religion, sex, or national origin.

19. **Pricing – Term of Contract:** Minimum contract term is two (2) years. Quoted prices for additional equipment must stay in effect for two (2) years after award of bid and may be extended upon mutual consent of the District and the vendor for an additional three (3), one year periods (total five years) in accordance with provisions contained in Education Code Sections 17596 (K-12) and 81644 (Community Colleges). A maximum price increase of five percent (5%) per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease, the District reserves the right to revoke the bid unless the decrease is passed onto the District.

20. **Multi-year Extensions:** Subject to the provisions of **Paragraph 19** (above), and pursuant to Education Codes 17596 and 81644, this bid may be extended by mutual consent expressed in writing for three (3) additional, one (1) year increments (total potential bid life of five years from Board of Education award).

21. **No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders:** The District does not guarantee orders in the quantities shown on

the bid form, nor shall the District be required to limit its orders to only those figures. **This is an indefinite-quantity bid.** Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district and/or districts represented by this bid at prices quoted.

22. **Piggyback Clause:** For the term of the contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city or town in the State of California, may purchase or lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to Public Contract Code 20118 (K-12) and 20652 (Community Colleges).

The Colton Joint Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause WILL NOT affect the outcome of this bid.

23. **Insurance Requirements:** The Contractor shall secure and maintain from an admitted California surety, the minimum amounts of coverage listed below to protect against claims that may arise from operations under the contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All Contractors shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers Compensation (WC) shall also be provided unless exempted as outlined below. Under some circumstances, the District may also require Errors and Omissions (E&O), excess, or other coverage whenever exposure warrants, as determined by the District.

Failure to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this agreement and may result in termination of the agreement.

Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this agreement.

Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

- ✓ Colton Joint Unified School District, its directors, officers, employees, volunteers and Board members.

Rating of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, or better, except that for W/C coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District Department of Risk Management and Health Benefits.

Minimum Coverages

Commercial General Liability (CGL)

Includes both bodily injury and property damage

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate*

\$3,000,000 products/completed operation aggregate

*\$3,000,000 general aggregate may be waived if the policy is endorsed stating that the \$1,000,000 occurrence applies solely and separately to the Colton Joint Unified School District and the waiver is approved by the Colton Joint Unified School District.

Commercial (Business) Automobile Liability (CA or BA)

All owned, hired and non-owned vehicles

\$1,000,000 combined single limit

Workers Compensation (WC)

Part A – Statutory Limits

Part B – Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC coverage. Contractors meeting this exemption requirement must provide the District with evidence of their exemption.

24. **Contractor License Requirements:** All bidders must be registered with the California State Contractors License Board prior to the bid opening. Each bidder must possess a current **Class D-34 Prefabricated Equipment license.**

Additionally, all bidders must be registered with the California Department of Industrial Relations prior to bid opening in accordance with SB 854.

SPECIAL CONDITIONS OR INSTRUCTIONS

BID #15-04

1. Quantities shown are approximate. The Colton Joint Unified School District does not guarantee them as minimum or maximum quantities to be furnished.
2. All deliveries will be F.O.B. destination. Specific destinations within the District will be noted on individual purchases orders as purchases are made.
3. Bid prices must remain in effect for two (2) years from the bid award date. See paragraphs 19-21 of the General Bid Instructions and Conditions.
4. Successful bidder will be required to replace any damaged items before acceptance is made by the District.
5. **Optional:** Where indicated on the bid proposal form, bidders may also list percent discounts from their current, general published component pricing catalog for playground equipment, or specified catalogs for their full line of products, if they wish. The District reserves the right to accept or reject any general discount when making any award.

PLAYGROUND EQUIPMENT GENERAL SPECIFICATIONS

1. All playground equipment bid must be International Play Equipment Manufacturers Association (IPEMA) certified. In addition, the manufacturers of the play equipment must be members of the International Play Equipment Manufacturer's Association (IPEMA).

Bidders must submit proof of these requirements with their sealed bid response.

2. All playground equipment must meet the most current American Society for Testing and Materials (ASTM) standard F1487 and the requirements contained in the Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety.

Bidders must submit proof of these requirements with their sealed bid response.

3. To ensure proven quality control standards, the manufacturer of the play equipment must have ISO 9001 certification.

Bidders must submit proof of this requirement with their sealed bid response.

4. All playground designs must meet or exceed the most current American's with Disabilities Act (ADA) "Accessibility Guidelines for Play Areas".

Bidders must submit proof of this requirement with their sealed bid response.

5. A minimum warranty as follows must be offered:

Limited Warranty Time Periods

- **LIFETIME** on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

- **25 YEARS** on Spring Mates® aluminum castings.

- **15 YEARS** on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

- **10 YEARS** on fiberglass signage, RockBlocks® handholds, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

- **5 YEARS** on all PlaySimple® play structures; CushionPlay™; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts, except as listed below.

- **2 YEARS** on NEOS®, electronic based play products, GardenSoxx® polyethylene bags, swing chain, swing clevises, swing galvanized attachment hardware, and any other materials not covered above. (*An extended 3-year NEOS parts-only warranty is available for purchase, providing a total coverage of five years.)

Bidders must submit proof of these warranties with their sealed bid response.

6. Specifications and site drawings for the playground equipment requested are included with this bid packet for your convenience.
7. Playground equipment shall be Playworld Systems or approved equal.

SHADE SHELTER SPECIFICATIONS

Americana Illini 10' x 58' DSA Approved Shade Shelter or approved equal

I. Shelter Design

- A. The Structural Design of the Components And Connections Of This Shelter Are Sufficient For Eave Heights Ranging From 7' Up To 12' Tall.
- B. Required Eave Height For Each Site Shall Be Determined By Owner.
- C. This Shelter Has Been Designed As An Open Structure. The Addition Of Any Enclosure Directly Attached To The Shelter, Such As Walls, Insect Mesh, Or Shade Screens, Shall Be Prohibited As Increased Wind Forces May Result.

II. Design and Construction Standards

- A. The Design Of This Structure Is In Conformance With The Following Standards And All Phases Of Construction Shall Be Performed In Accordance with The Following Standards.

- 1. 2013 California Administrative Code (CAC)(Part 1, Title 24, CCR)
- 2. 2013 California Building Code (CBC). Volumes 1 And 2 (Part2, Title 24, CCR)(2012 International Building Code With 2013 California Amendments)
- 3. 2013 California Electrical Code. (Part 3, Title 24, CCR)(2011 National Electrical Code With 2013 California Amendments)
- 4. 2013 California Mechanical Code (CMC)(Part 4, Title 24, CCR)(2012 Uniform Mechanical Code With 2013 California Amendments)
- 5. 2013 California Plumbing Code (CPC)(Part 5, Title 24, CCR)(2012 Uniform Plumbing Code With 2013 California Amendments)
- 6. 2013 California Energy Code (Part 6, Title 24, CCR)
- 7. 2013 California Fire Code {CFC}(Part 9, Title 24, CCR) (2012 International Fire Code With 2013 California Amendments)
- 8. 2013 California Green Building Standards Code {Part 11, Title 24, CCR}
- 9. 2013 California Referenced Standards Code(Part 12, Title 24, CCR)
- 10. NFPA 13- 2013
- 11. NFPA 72-2013

III. Construction Changes

- A. Changes To The Approved Plans And Specifications Shall Be Made By Addenda Or Construction Change Document Approved By The Division Of The State Architect As Required by Part 1, Title 24. C.C.R

IV. Foundation

- A. The foundation Shall Rest On Sound Soil That Is Free Of Organic And Deleterious Materials And Capable Of Supporting 1000 PPSF Vertical Bearing Pressure.
- B. For Lateral Loading, The Foundation Has Been Designed To The Minimum Lateral Bearing Value In CBC Table 1806A.2. This is 100 PSF/Ft Lateral Bearing.
- C. Foundation Design Shown Is Based On Soil Conditions Given In Notes A And B, Above. Owner Shall Verify Actual Soil Conditions At Each Job Site and any(Required Adjustments To The Footing Design Shall Be Designed By Others.

V. Concrete

- A. Compression Strength Of All Reinforced Concrete Shall Not Be Less Than 4000 PSI At 28 Days.
- B. Reinforcing Bars Shall Be Deformed Bars Conforming To The Requirements Of Minimum ASTM A615 Grade 40 For #4 And Smaller Bars And Grade 60 For Bars Larger Than #4.
- C. Minimum Concrete Clear Cover For Reinforcing Bars Shall Be 3".
- D. A Concrete Mix Design In Accordance With CBC Section Chapter 19A Shall Be Performed And Stamped By A Civil Engineer licensed In The State Of California. The Concrete Mix Design Shall Be Submitted To The Inspector Of Record Prior To Construction.
- E. The Mix Design shall meet the criteria herein and shall be proper for local conditions including, but Not Limited To, freezing and Thawing Exposure, Chemical And Salt Exposure, and Soil Corrosivity where Such Problems Exist.
- F. Non-Shrink Grout Or Dry Pack Shall Be A premixed, Nonmetallic Formula with A Minimum Compressive Strength Of 7000 PSI At 28 Days And Having The Following characteristics: No Shrinkage After Placement Or Expansion after Set (ASTM C1090), One Day Compressive Strength Of At Least 3000 PSI (ASTM C109) and Initial Set Time Of Not Less Than 45 Minutes (ASTM C191) Provide "Hi-flow Grout" Or "'Dry Pack Grout' By Euclid, Or An Approved Equal.

VI. Structural Steel

- A. Steel Plate Shall Conform To The Requirements Of ASTM A36.
- B. Hollow Structural Sections (HSS) Shall Conform To The Requirements Of ASTM A500, Grade B.
- C. All Structural Steel Shall Be Identified By Mill Certificate.
- D. High Strength Bolts (HSB) Shall Be Galvanized And Shall Conform To The Requirements Of ASTM A325-N. High Strength Bolts Shall Be Tightened To A Snug Tight Condition Plus An Additional Half Turn.

- E. All High Strength Bolts Shall Have Certification.
- F. Welding Shall Conform To The Requirements Of The American Welding Society's Specification For The Material Being Welded. All Welding Shall Be Performed By AWS Certified Welders.
- G. Weld Electrodes Shall Be E70XX And Shall Conform To The Requirements Of AWS D.1 .8-6.3 For Demand Critical Welds.
- H. All Welding Shall Be Approved By An AWS Certified Inspector
- I. Steel Framing Shall Be Coated With Anti-Graffiti Polyester TGIC Powder Coat finish Meeting AAMA 2604-02 Specifications.
- J. Shop Drawings Of All Structural Steel Shall Be Submitted To Hyytinen Engineering For Approval Prior To Fabrication.
- K. All Bolt Hole Diameters Shall Be Equal To The Bolt Diameter Plus 1/16" U.N.O Bolt Holes For Anchor Bolts Shall Be Equal To The Bolt Diameter Plus 1/8".
- L. Anchor Bolts Shall Conform To ASTM F1554, Grade 36 And Shall Be Hot Dip Galvanized.

VII. Aluminum

- A. Interlocking Seam Aluminum Roof Deck Shall Be Roll Formed From Aluminum Alloy 3004-H151 and Shall Conform To The Deck Profile Shown On The Drawings.
- B. Aluminum Roof Deck Shall Be Coated With heat Reflective Basf Ultra Cool Coating Or Approved Equal.
- C. Extruded Aluminum Ridge Cap Shall Be Fabricated From Aluminum Alloy 6105-T5 and Shall Conform To The Requirements Shown On The Drawings.
- D. Extruded Aluminum Fascia Shall Be Fabricated from Aluminum Alloy 6063-T5. Extruded aluminum Gutter Shall Be Fabricated From Aluminum Alloy 6105-T5. Aluminum Components Shall Conform To The Requirements Shown On The Drawings.
- E. Extruded Aluminum Ridge Cap, Gutter, And Fascia Shall Be Coated With An Anti-Graffiti Polyester TGIC Powder Coat Finish Meeting AAMA 2604-02 Specifications

VIII. Screws

- A. Screws Shall Be Hilti Kwik-Pro Self Drilling Screws With Bond Seal Washers Per ICC ESR-2196 Or approved Equal.
- B. Screws Attaching To Steel Shall Be 12-24 Hex Washer Head (HWH)#5 Point Screws. Screws Attaching To Aluminum Shall Be 8-18 Hex Washer Head (HWH) #2 Point Screws.
- C. All Screws Shall Be Stainless Steel Or Coated with Zinc.
- D. The Manufacturer Shall Provide A Screw Certification Letter Stating That Screws Provided Match The Size and Type Specified Herein. The Certification Letter Shall Be Submitted To The Inspector Of Record Prior To Installation.

IX. Shop Fabrication And Field Assembly

- A. All Structural Steel And Aluminum Components Shall Be Shop Fabricated So That Field Assembly Of Connections Can Be Performed Using Only Bolting And Screw Placement.

X. Special Inspection

- A. The Owner Shall Employ A Special Inspector To Perform Inspection Of The Construction Of This Part In Accordance With The Requirements Of Chapter 17A Of The 2013 California Building Code (Part 2, Title 24, C.C.R) and The Division Of The State Architect.

XI. Fire Life Safety

- A. An Automatic Fire Protection System May Be Required For This Building Depending On Site Specific Requirements. Where Required. The Automatic Fire Protection System Shall Be Designed By Others .
- B. The Design Of This Shelter Is Capable Of Supporting The Weight Of A Fire Sprinkler System (1.5 PSF).
- C. The Metal Roofing Complies With fire Classification B. This Shelter Has Not Been Designed For Placement Within Any Fire Hazard Severity Zone.

XII. Warranty

- A. Limited Lifetime warranty on aluminum against material failure and corrosion.
- B. 25 Year Limited Warranty on steel against material failure and defects.
- C. 5 Year Limited Warranty on powder coating finish.

**COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324**

SPECIFIC ITEMS REQUESTED BID #15-04

<u>Item</u>	<u>Quantity</u>	<u>Brand/Model or equal</u>
1.	1 each	Playworld Systems Model #C15004CH
2.	1 each	Playworld Systems Model #C15003SP
3.	1 each	Playworld Systems Model #C15001SP
4.	1 each	Americana Building Products Illini 10' x 58' DSA Approved Shade Shelter

DO NOT INCLUDE SALES TAX OR INSTALLATION ON THE PROPOSAL FORM

COLTON JOINT UNIFIED SCHOOL DISTRICT
 1212 Valencia Drive
 Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
 PRICING INFORMATION

<u>Item</u>	<u>Quantity</u>	<u>Brand/Model Supplied</u>	<u>Unit Cost</u>	<u>Shipping</u>	<u>Total</u>
1.	1 each	Playworld Systems #C15004CH -As Specified	\$47,437.-	\$4,278.-	\$51,715.-
2.	1 each	Playworld Systems #C15003SP -As Specified	\$32,716.-	\$3,323.-	\$36,039.-
3.	1 each	Playworld Systems #C15001SP -As Specified	\$21,949.-	\$2,325.-	\$24,274.-
4.	1 each	Americana Building Products #IL1058-13 C, Illin: 1058' -As Specified DSA PC# 02-113840	\$25,865.-	\$1,724.-	\$27,589.-

TOTAL BASE BID AMOUNT (Items 1-4)

\$139,617.00

DO NOT INCLUDE SALES TAX OR INSTALLATION ON THE PROPOSAL FORM

COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
ADDITIONAL PRICING INFORMATION

Optional: Bidders may list percent discounts from their current, general published component pricing catalog for playground equipment, or specified catalogs for their full line of products, if they wish. The District reserves the right to accept or reject any general discount when making any award.

<u>Manufacturer Submitted</u>	<u>% Discount</u>	<u>Shipping</u>	<u>Minimum Freight</u>
Playworld Systems	17.0%	Less than 1K lbs: \$2.05/LB more than 1K lbs: \$1.72/LB	\$1,000.-
Playworld Shipping Cont...		more than 2K lbs \$1.47/LB more than 5K lbs \$1.28/LB	
Wabash	15.0%	Less than 1K lbs \$2.35/LB more than 1K lbs \$1.96/LB	\$1,000.-
Wabash Shipping cont...		more than 2K lbs \$1.68/LB more than 5K lbs \$1.46/LB	
PW Athletic	15.0%	less than 1K lbs \$1.40/LB more than 1K lbs \$1.15/LB more than 2K lbs \$1.00/LB	\$1,000.-
Americana Building Products	5.0%	\$.58/LB	\$ 600.-
Pro-tect turf	5.0%	Included	N/A
Tot Turf	5.0%	Included	N/A
Robertson Recreational Surfaces	5.0%	\$.65/LB	\$1,000.-
Custom Canopies, Inc.	5.0%	\$.20/LB	\$ 400.-
Patterson-Williams	10.0%	less than 1K lbs: \$1.40/LB more than 1K lbs: \$1.15/LB more than 2K lbs: \$1.00/LB	\$1,000.-
Zeager Brothers	5.0%	\$800 per 100 cubic yards	\$1,000.-
Urbanscape	10.0%	Less than 1K lbs: \$2.35/LB more than 1K lbs: \$1.96/LB	\$1,000.-
Playsimple	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-
Life Trail	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-
Neos	5.0%	Less than 1K lbs \$2.05/LB more than 1K lbs \$1.72/LB	\$1,000.-

COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324

PROPOSAL FORM FOR BID #15-04
ADDITIONAL PRICING INFORMATION (cont.)

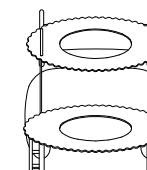
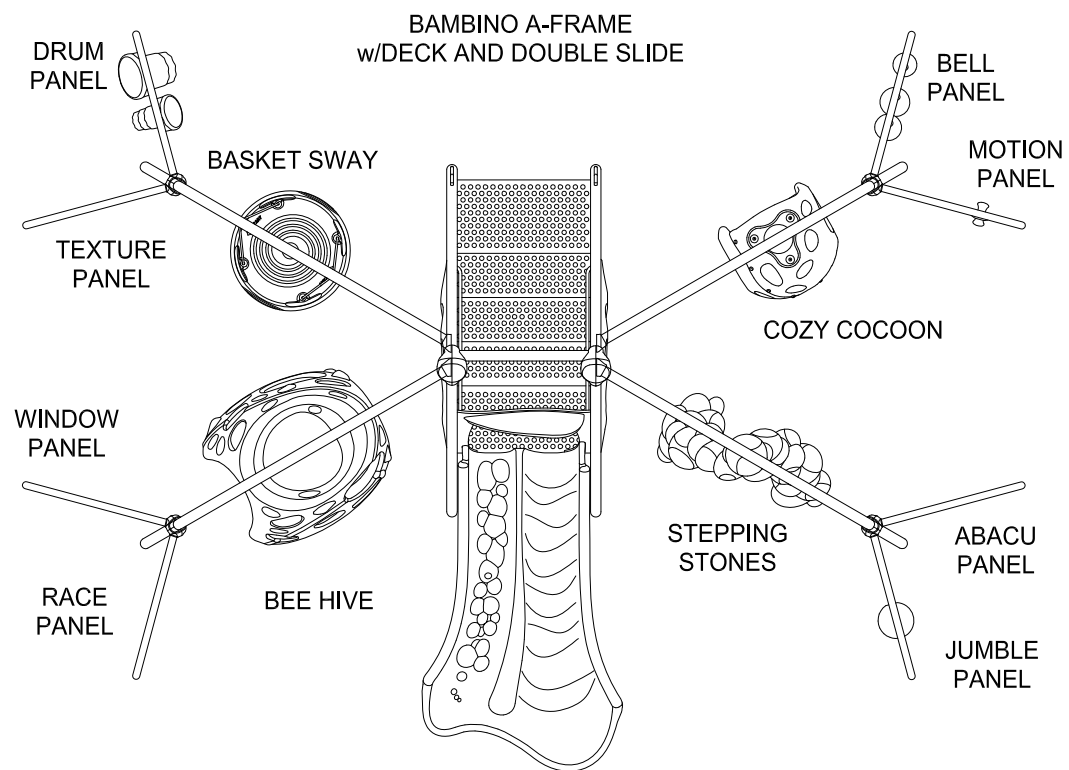
Optional: Bidders may list percent discounts from their current, general published component pricing catalog for playground equipment, or specified catalogs for their full line of products, if they wish. The District reserves the right to accept or reject any general discount when making any award.

<u>Manufacturer Submitted</u>	<u>% Discount</u>	<u>Shipping</u>	<u>Minimum Freight</u>
LA steelcraft	10.0%	\$.58/LB	\$ 1,000.-
Kay Park	10.0%	\$.58/LB	\$ 600.-
Most Dependable Fountains	5.0%	\$.50/LB	\$ 600.-
HAWS	5.0%	\$.50/LB	\$ 600.-
Jensen Swing Products	5.0%	\$.32/LB	\$ 400.-
Childforms	5.0%	\$.58/LB	\$ 600.-
National Recreation	10.0%	\$.67/LB	\$ 700.-
Playworld Systems, Inc. Family of Products	5.0%	Less than 1K lbs: \$2.05/lb more than 2K lbs: \$1.72/lb	\$ 1,000.-
Sunports	5.0%	\$.63/LB	\$ 600.-
Recycled Wood Products	5.0%	\$ 800 per 100 cubic yards	\$ 1,000.-
Artesia Sandust Products	5.0%	\$ 800 per 100 cubic yards	\$ 1,000.-
Sof" Fall	5.0%	\$ 800 per 100 cubic yards	\$ 1,000.-
Sof' Solutions	5.0%	\$.65/LB	\$ 600.-
Sof' Surfaces	5.0%	\$.65/LB	\$ 600.-
No Fault	5.0%	\$.65/LB	\$ 600.-
Turboscape	5.0%	\$ 25 per cubic yard	\$ 1,000.-

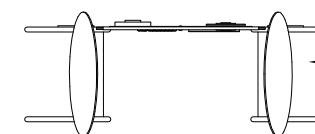
51'-6"

ACT-1300

32'-9"



PLAYTOWN NATURE STATION



PLAYTOWN SCHOOL HOUSE

RECOMMENDED AGES: 2-5 YEARS
 PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO ASTM AND CPSC GUIDELINES AND CCR TITLE 22, DIVISION 4 CHAPTER 22.

CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 48"

TOTAL ELEVATED PLAY COMPONENTS:	1	REQUIRED:	0
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP:	0	REQUIRED:	0
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY TRANSFER:	1	REQUIRED:	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:	12	REQUIRED:	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES:	12	REQUIRED:	0

2015 BAMBINO

SITE PLAN

PROJECT NO:
C15001SP

DATE:
02-JAN-15

SCALE:
3/16" = 1'-0"

DRAWN BY:
Marilyn Allen



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COLTON USD

Design Number: C15001SP - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZAC0035	4	OUTRIGGERS FOR PANELS	Certified	332.16			742	0	5.00	0.24	0
2	ZZAC0036	1	ACTIVO BAMBINO RAINBOW WINDOW PANEL	Certified	28.11			454	2	0.50	0.00	1
3	ZZAC0037	1	ACTIVO BAMBINO BELL PANEL	Certified	35.81			346	2	0.50	0.00	1
4	ZZAC0038	1	ACTIVO BAMBINO DRUM PANEL	Certified	36.35			386	2	0.50	0.00	1
5	ZZAC0039	1	ACTIVO BAMBINO TACTILE PANEL	Certified	26.93			326	2	0.50	0.00	1
6	ZZAC0040	1	ACTIVO BAMBINO CAR RACE PANEL	Certified	28.03			338	2	0.50	0.00	1
7	ZZAC0041	1	ACTIVO BAMBINO COUNTING PANEL	Certified	27.00			439	2	0.50	0.00	1
8	ZZAC0042	1	ACTIVO BAMBINO MOVE-IT PANEL	Certified	37.72			458	2	0.50	0.00	1
9	ZZAC0043	1	ACTIVO BAMBINO JUMBLE PANEL	Certified	41.53			684	2	0.50	0.00	1
10	ZZAC0030	1	ACTIVO BAMBINO A-FRAME	Certified	1,061.23			3,731	6	10.50	0.63	3
11	ZZAC0031	1	ACTIVO BAMBINO ARCH - BEE HIVE	Certified	194.17			1,015	2	3.50	0.25	1
12	ZZAC0032	1	ACTIVO BAMBINO ARCH - STEPPING STONES	Certified	138.67			772	3	3.50	0.25	1
13	ZZAC0033	1	ACTIVO BAMBINO ARCH - COCOON	Certified	217.67			1,309	3	3.00	0.26	1
14	ZZAC0034	1	ACTIVO BAMBINO ARCH - BASKET SWAY	Certified	148.38			878	3	2.00	0.26	1
Totals:					2,353.76	370	584	11,878	33	31.50	1.89	15
					1,059.19 Kg	167 Kg	263 Kg	12 Metric Tons			1.44 m3	



COLTON USD

Design Number: C15001SP - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number C15001SP, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

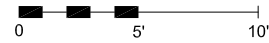
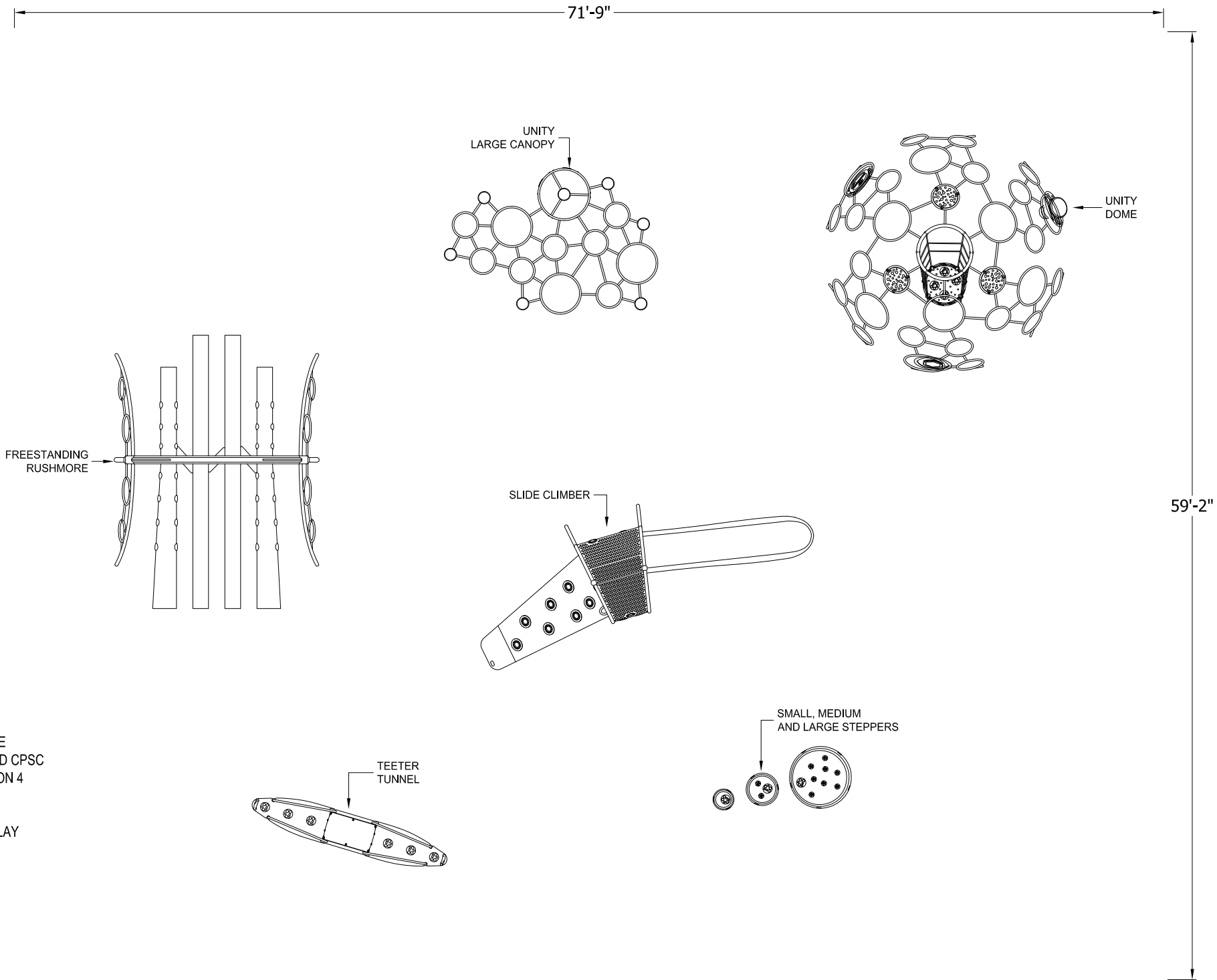
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





RECOMMENDED AGES: 5-12 YEARS
 PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO ASTM AND CPSC GUIDELINES AND CCR TITLE 22, DIVISION 4 CHAPTER 22.

CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 84"

2015 SITE PLAN

SITE PLAN

PROJECT NO:
C15003SP

DATE:
07-JAN-15

SCALE:
1/8" = 1'-0"

DRAWN BY:
Marilyn Allen



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COLTON USD

Design Number: C15003SP - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZXX0182	1	UNITY TEETER TUNNEL W/ LEXAN TOP	N/A	694.53			2,124	7	12.00	0.78	1
2	ZZXX0183	1	UNITY RUSHMORE	N/A	1,170.18			7,319	18	28.00	1.32	1
3	ZZXX0187	1	UNITY LARGE OVERHEAD CANOPY	N/A	608.08			1,212	0	9.50	0.84	0
4	ZZXX0346	1	UNITY SLIDE CLIMBER	Certified	892.51			3,422	10	7.50	0.21	1
5	ZZXX0366	1	UNITY DOME	Certified	600.10			2,878	17	20.00	1.80	1
6	ZZXX0367	1	UNITY DOME SENSORY PANELS	Certified	75.21			873	3	1.50	0.00	3
7	ZZUN7136	1	UNITY STEPPER - SMALL	N/A	29.97			69	1	1.00	0.13	1
8	ZZUN7137	1	UNITY STEPPER - MEDIUM	N/A	54.71			145	1	1.00	0.13	1
9	ZZUN7138	1	UNITY STEPPER - LARGE	N/A	128.05			342	4	2.00	0.00	1
Totals:					4,253.34	688	1,250	18,383	61	82.50	5.21	10
					1,914.00 Kg	310 Kg	563 Kg	18 Metric Tons				3.96 m3



COLTON USD

Design Number: C15003SP - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number C15003SP, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

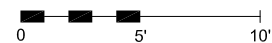
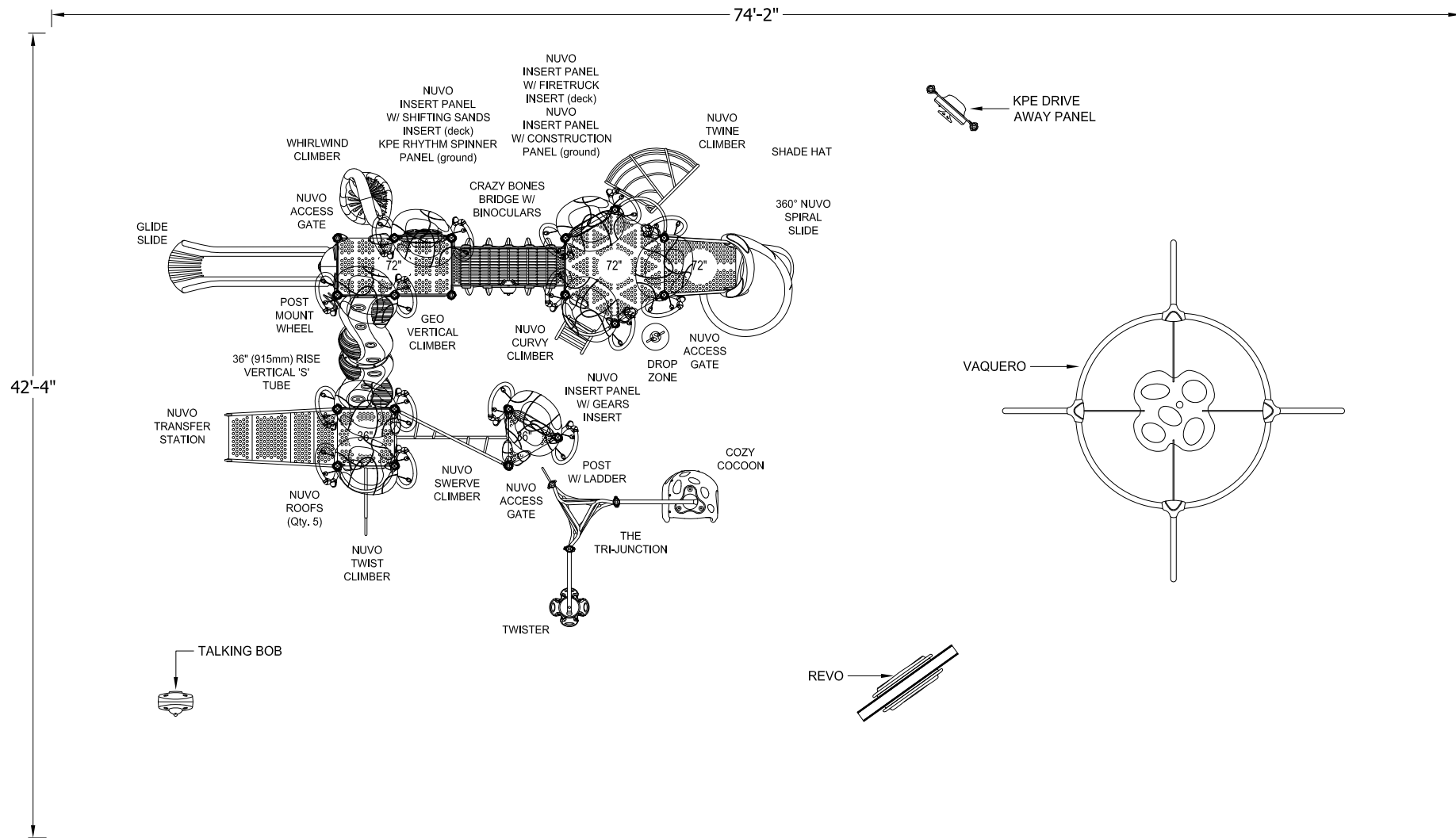
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





RECOMMENDED AGES: 5-12 YEARS
 PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO ASTM AND CPSC GUIDELINES AND CCR TITLE 22, DIVISION 4 CHAPTER 22.

CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 77"

TOTAL ELEVATED PLAY COMPONENTS:	13		
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP:	0	REQUIRED:	0
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY TRANSFER:	11	REQUIRED:	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:	5	REQUIRED:	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES:	5	REQUIRED:	3

2015 CHALLENGERS

SITE PLAN

PROJECT NO:
C15004CH

DATE:
02-JAN-15

SCALE:
1/8" = 1'-0"

DRAWN BY:
Marilyn Allen



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COLTON USD



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COLTON USD

Design Number: C15004CH - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZXX0149	1	VAQUERO	Certified	533.00			1,809	6	8.00	0.65	1
2	ZZXX4200S	1	TALKING BOB	Certified	75.30			1,089	1	2.00	0.00	1
3	ZZCH0018	1	3.5in OD x 124in STEEL POST W/RIVETED CAP	Certified	38.91			54	0	1.00	0.13	0
4	ZZCH0038GZ	2	3.5in OD x 148in GROUND ZERO POST	Certified	94.02			127	0	2.00	0.36	0
5	ZZCH0048	2	3.5in OD x 160in STEEL POST W/ RIVETED CAP	Certified	100.42			136	0	2.00	0.25	0
6	ZZCH0237	6	3.5in OD x 168in SWAGED STEEL POST	Certified	309.66			409	0	3.00	0.75	0
7	ZZCH0246	10	3.5in OD x 196in SWAGED STEEL POST	Certified	647.10			793	0	5.00	1.25	0
8	ZZCH0297	1	POST W/ LADDER CLIMBER (36in OR 48in DECK)	Certified	52.81			74	1	0.50	0.18	1
9	ZZCH0356	2	3.50in x 88in STEEL POST w/CAP	Certified	59.42			79	0	2.00	0.26	0
10	ZZCH0616	1	SQUARE COATED DECK ASSEMBLY	Certified	54.86			174	3	1.00	0.00	0
11	ZZCH0617	1	TRIANGULAR COATED DECK ASSEMBLY	Certified	29.90			120	2	1.00	0.00	0
12	zzCH0619	1	FULL HEX COATED DECK ASSEMBLY	Certified	151.26			444	6	1.50	0.00	0
13	ZZCH0629	1	LONG COATED DECK ASSEMBLY	Certified	107.02			318	6	1.00	0.00	0
14	ZZCH0679	1	NUVO- 36in TRANSFER STATION	Certified	239.49			418	2	3.50	0.12	0
15	ZZCH8599	1	COZY COCOON	Certified	183.06			1,345	1	2.00	0.13	1
16	ZZCH2696	1	GLIDE SLIDE (72in DECK)	Certified	151.63			653	2	2.00	0.03	1
17	ZZCH3537	1	SLIDE- NUVO 360 SPIRAL SLIDE	Certified	650.00			1,417	2	6.00	0.15	1
18	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83			44	1	0.25	0.00	1
19	ZZCH4488	1	DRIVE AWAY PANEL (DECK MOUNT)	Certified	60.50			1,415	2	1.50	0.00	1
20	ZZCH4836	4	NUVO ACTIVITY PANEL	Certified	78.32			930	0	2.00	0.00	0
21	ZZCH6770	1	RHYTHM SPINNER HALF PANEL	Certified	37.90			1,386	2	1.50	0.00	1
22	ZZUN4857	1	NUVO - CONSTRUCTION PANEL INSERT	Certified	30.80			401	1	0.50	0.00	1
23	ZZUN4868	1	NUVO - GEAR PANEL INSERT	Certified	24.14			375	1	0.50	0.00	1
24	ZZUN4877	1	NUVO - SHIFTING SANDS PANEL INSERT	Certified	24.18			280	1	0.50	0.00	1
25	ZZUN4878	1	NUVO - FIRETRUCK PANEL INSERT	Certified	26.36			282	1	0.50	0.00	1
26	ZZCH5636	1	VERTICAL S ADVENTURE TUBE	Certified	132.02			1,056	3	3.00	0.00	1



COLTON USD

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27	ZZCH4837	3	NUVO- ACCESS GATE W/ HANDLE	Certified	52.29			497	0	1.50	0.00	0
28	ZZCH6956	1	NUVO SWERVE CLIMBER	N/A	93.54			539	2	2.00	0.00	1
29	ZZCH6998	1	GEO VERTICAL CLIMBER (72in DK)	Certified	75.05			267	2	1.00	0.00	1
30	ZZCH7039	1	72in TWINE CLIMBER	Certified	100.51			410	1	4.00	0.12	1
31	ZZCH7046	1	36in TWIST CLIMBER	Certified	82.51			540	1	1.50	0.03	1
32	ZZCH7059	1	72in CURVY CLIMBER	Certified	85.42			474	1	2.00	0.06	1
33	ZZCH9079	1	TRI JUNCTION	Certified	89.44			250	3	0.50	0.00	1
34	ZZUN6740	1	WHIRLWIND CLIMBER 72in	Certified	189.86			858	2	2.50	0.23	1
35	ZZUN7027	1	DROP ZONE (72in DECK)	Certified	216.32			2,299	2	2.00	0.21	1
36	ZZXX0081	1	REVO	Certified	294.68			2,444	2	2.00	0.26	1
37	ZZCH6809	1	TWISTER	Certified	104.80			681	1	2.00	0.05	1
38	ZZCH6427	1	CRAZY BONES 6ft ARCH BRIDGE w/BINOCULARS	Certified	308.76			2,016	2	4.00	0.00	1
39	ZZCH9867	8	NUVO ROOF	Certified	678.00			4,750	0	16.00	0.00	0
Totals:					6,271.09	898	1,592	31,651	63	94.75	5.21	25
					2,821.99 Kg	404 Kg	716 Kg	32 Metric Tons			3.96 m3	



COLTON USD

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ASTM F1487

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** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



EXAMPLE FORM DSA 103

NOTE: THE EXAMPLE FORM DSA-103 SHOWN ON THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY TO ASSIST IN THE COMPLETION OF FUTURE PROJECT SPECIFIC FORM DSA-103'S. A FORM DSA-103 IS TO BE COMPLETED FOR EACH APPLICATION THAT THIS PC IS BEING INCORPORATED INTO AND THE EXAMPLE FORM DSA-103 IS TO BE CROSSED OUT ON THIS DRAWING.

Note: References are to the 2013 edition of the California Building Code (CBC) unless otherwise noted.

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE	PERFORMED BY	
-	SOILS			
	1. GENERAL:		Table 1705A.6	
X	a. Verify that: • site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, • foundation excavations are extended to proper depth and have reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. Use PI in lieu of GE if there is no GE for the site specific project.
-	2. COMPACTED FILLS:		Table 1705A.6	
X	a. Perform qualification testing of fill materials.	Test	Lab*	* Under the supervision of the geotechnical engineer.
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. Use PI in lieu of GE if there is no GE for the site specific project.
X	c. Test compaction of fill.	Test	Lab*	* Under the supervision of the geotechnical engineer.
-	4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):		Table 1705A.7	
X	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. Use PI in lieu of GE if there is no GE for the site specific project.
X	b. Verify locations of piers.	Continuous	PI	
X	c. Confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. Use PI in lieu of GE if there is no GE for the site specific project.
X	d. Confirm adequate end strata bearing capacity.	Test	Lab*	* Under the supervision of the geotechnical engineer.
X	e. Concrete piers.			Provide tests and inspections per CONCRETE section below.
-	CONCRETE		Table 1705A.3	
	7. CAST IN PLACE CONCRETE			
	Material Verification and Testing:			
X	a. Verify use of required design mix.	Periodic	SI & PI*	* To be performed by batch-plant special inspector and project inspector.
X	c. Perform slump, temperature, and (where required) air content tests.	Test	Lab	ASTM C172, ASTM C31.
X	d. Test concrete (compression).	Test	Lab	ACI 318 Section 5.6 and 1905A.1.2 (1913.3.1'), ASTM C39.
	Inspection:			
X	e. Batch plant inspection	Continuous	SI	1705A.3.2. If approved by DSA, batch plant inspection may be reduced to periodic if plant complies with 1705A.3.3, Item 1, and requires first batch inspection, weighmaster, and batch tickets.
X	g. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.
+	MASONRY		TMS 402-11/ACI 530-11/ASCE 5-11 Table 1.19.3	
-	STEEL		Table 1705A.2.1	
	17. STRUCTURAL STEEL AND COLD-FORMED STEEL USED FOR STRUCTURAL PURPOSES			
	Material Verification:			
X	a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	-	* By special inspector when performed off-site; by project inspector for steel shipped directly to project site without welding or fabrication.
X	b. Test unidentified materials.	Test	Lab	2203A.1 (2203.1'), ASTM A370.
X	c. Examine seam welds of structural tubes and pipes	Periodic	SI*	* DSA IR 17-3.
	Inspection:			
X	d. Verify member locations, bracing and all details constructed in the field.	Continuous	PI	
X	e. Verify stiffener locations, connection tab locations and all construction details fabricated in the shop.	Periodic	SI	
-	18. HIGH STRENGTH BOLTS:			
	Material Verification of High-Strength Bolts, Nuts, and Washers:			
X	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	SI	DSA IR 17-9
X	b. Test high-strength bolts, nuts and washers.	Test	Lab	2213A.1 (2212.6.1'), ASTM F606, A370. DSA IR 17-8
X	c. Bearing-type ("snug tight") connections.	Periodic	SI*	DSA IR 17-9
	Inspection of High-Strength Bolt Installation:			
X	c. Bearing-type ("snug tight") connections.	Periodic	SI*	DSA IR 17-9
	19. WELDING:			
	Verification of Materials, Equipment, Welders, etc:			
X	a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	SI	
X	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	
X	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.
-	19.1 SHOP WELDING:			
X	a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	SI	Per AISC 360 (and AISC 341 as applicable). DSA IR 17-3.
X	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI	Per AISC 360 (and AISC 341 as applicable). DSA IR 17-3.
+	WOOD			
+	OTHER			

- 1 Soils testing and inspection: Geotechnical Verified Report - Form DSA-293
- 2 All Structural Testing: Laboratory Verified Report - Form DSA-291
- 3 Concrete Batch Plant Inspection: Special Inspection Verified Report - Form DSA-292
- 4 HS Bolt Installation Inspection: Special Inspection Verified Report - Form DSA-292

KEY TO Columns

1 Type -	2 Performed By -
Continuous - Indicates that a continuous special inspection is required	GE - Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
Periodic - Indicates that a periodic special inspection is required	Lab - Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA laboratory Evaluation and Acceptance (LEA) Program. See section 4-335, 2013 CCR Title 24, Part 1.
Test - Indicates that a test is required	PI - Indicates that the special inspection is to be performed by the project inspector
	SI - Indicates that the special inspection is to be performed by a special inspector

2013 CBC PC STRUCTURAL DESIGN NOTES

DESCRIPTION	DESIGN VALUES
DEAD AND LIVE LOADS	
ROOF LIVE LOAD (L _r)	20 PSF
ROOF DEAD LOAD (D)	5 PSF
ALLOWABLE SOIL PRESSURE	
DL	1000 PSF
DL-L _r	1000 PSF
DL+SNOW	1000 PSF
DL+SEISMIC	1333 PSF
DL+WIND	1333 PSF
ROOF SNOW LOAD	
GROUND SNOW LOAD (P _g)	22 PSF
SLOPED ROOF SNOW LOAD (P _s)	20 PSF
SNOW EXPOSURE FACTOR (C _e)	1.1
SNOW IMPORTANCE FACTOR (I)	1.0
THERMAL FACTOR (C _t)	1.2
FLOOD DESIGN	
FLOOD HAZARD AREA	NO
WIND DESIGN	
ULTIMATE DESIGN WIND SPEED (V _{ult})	130 MPH
WIND EXPOSURE FACTOR	C
TOPOGRAPHIC FACTOR (K _{zt})	1.0
ASCE 7-10 WIND ANALYSIS METHOD	CHAPTER 27 DIRECTIONAL PROCEDURE
VELOCITY PRESSURE EXPOSURE COEFFICIENT (K _z)	0.85
NET PRESSURE COEFFICIENT	VARIES, SEE CALCULATIONS
WIND DIRECTIONALITY FACTOR (K _d)	0.85
WIND VELOCITY PRESSURE (q _h)	31.3 PSF
SEISMIC DESIGN	
TRANSVERSE LATERAL FORCE RESISTING SYSTEM	STEEL ORDINARY MOMENT RESISTING FRAMES
LONGITUDINAL LATERAL FORCE RESISTING SYSTEM	STEEL CANTILEVER COLUMNS
ASCE 7-10 ANALYSIS PROCEDURE	SECTION 12.8 EQUIVALENT LATERAL FORCE PROCEDURE
SEISMIC DESIGN CATEGORY	E
SEISMIC IMPORTANCE FACTOR	1.0
TRANSVERSE DESIGN BASE SHEAR (V)	104 # PER COLUMN
LONGITUDINAL DESIGN BASE SHEAR (V)	288 # PER COLUMN
TRANSVERSE SEISMIC RESPONSE COEFFICIENT (C _s)	0.29
LONGITUDINAL SEISMIC RESPONSE COEFFICIENT (C _u)	0.8
TRANSVERSE RESPONSE MODIFICATION FACTOR (R)	3.5
LONGITUDINAL RESPONSE MODIFICATION FACTOR (R)	1.25
SITE CLASS	D
MAPPED MCE, 5% DAMPED, SPECTRAL RESPONSE ACCELERATION AT SHORT PERIOD (S _s)	1.875
SHORT PERIOD SITE COEFFICIENT (F _s)	1.0
MAPPED MCE, 5% DAMPED, SPECTRAL RESPONSE ACCELERATION AT 1 SECOND PERIOD (S ₁)	1.0
LONG PERIOD SITE COEFFICIENT (F _v)	1.3
DESIGN, 5% DAMPED, SPECTRAL RESPONSE ACCELERATION AT 1 SECOND PERIOD (S ₁)	1.5
DESIGN, 5% DAMPED, SPECTRAL RESPONSE ACCELERATION AT 1 SECOND PERIOD (S ₁)	1.3
HORIZONTAL OR VERTICAL IRREGULARITY TYPES	NONE

BUILDING DATA

CONSTRUCTION CLASSIFICATION	TYPE II-B
OCCUPANCY CLASSIFICATION	A-2
RISK CATEGORY	II
NUMBER OF STORIES	1
MINIMUM SEISMIC SEPARATION	3"
MAXIMUM AREA	928 SF

NOTICE OF DISCLAIMER FOR STRUCTURAL ENGINEERING RESPONSIBILITY

1. PER TITLE 24, PART 1, SECTION 4-316(e) OF THE CALIFORNIA CODE OF REGULATIONS, THIS NOTICE SHALL BE GIVEN TO DSA PRIOR TO THE APPROVAL OF PLANS AND SPECIFICATIONS.
2. FOR THE SITE SPECIFIC PROJECT, ROGER HYYTINEN IS NOT THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE, UNLESS NOTED OTHERWISE.
3. FOR THE SITE SPECIFIC PROJECT, ROGER HYYTINEN'S RESPONSIBILITY IS LIMITED TO THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE SHELTER(S) OF THIS PC ONLY.
4. STRUCTURAL OBSERVATION OF CONSTRUCTION IS SPECIFICALLY EXCLUDED FROM ROGER HYYTINEN'S RESPONSIBILITY FOR THE SITE SPECIFIC PROJECT.
5. ALL CONSTRUCTION ACTIVITIES RELATED TO STRUCTURAL ENGINEERING SHALL BE DELEGATED TO A QUALIFIED ENGINEER BY THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, APPROVAL OF INSPECTOR QUALIFICATIONS, STRUCTURAL OBSERVATION OF CONSTRUCTION, REVIEW OF INSPECTION REPORTS, AND SIGNING OFF THE VERIFIED REPORT FOR COMPLETED WORK.
6. ROGER HYYTINEN WILL BE RESPONSIBLE FOR RESPONDING TO QUESTIONS PERTAINING TO THE SITE SPECIFIC PLANS AND SPECIFICATIONS FOR THE SHELTER(S) WHICH ARISE DURING PLAN CHECK AND CONSTRUCTION.
7. IN THE EVENT THAT ROGER HYYTINEN IS REQUIRED TO PROVIDE STRUCTURAL OBSERVATION OF CONSTRUCTION, HE SHALL BE NOTIFIED IN WRITING PRIOR TO THIS REQUIREMENT BEING MADE. ALSO, HIS ANTICIPATED ADDITIONAL FEES FOR THIS ADDITIONAL WORK SHALL BE PAID IN ADVANCE, PRIOR TO ANY STRUCTURAL OBSERVATION OR CONSTRUCTION SERVICES BEING PERFORMED.

GENERAL NOTES

- I. SHELTER DESIGN
 - A. THE STRUCTURAL DESIGN OF THE COMPONENTS AND CONNECTIONS OF THIS SHELTER ARE SUFFICIENT FOR EAVE HEIGHTS RANGING FROM 7' UP TO 12' TALL.
 - B. REQUIRED EAVE HEIGHT FOR EACH SITE SHALL BE DETERMINED BY OWNER.
 - C. THIS SHELTER HAS BEEN DESIGNED AS AN OPEN STRUCTURE. THE ADDITION OF ANY ENCLOSURE DIRECTLY ATTACHED TO THE SHELTER, SUCH AS WALLS, INSECT MESH, OR SHADE SCREENS, SHALL BE PROHIBITED AS INCREASED WIND FORCES MAY RESULT.
- II. DESIGN AND CONSTRUCTION STANDARDS
 - A. THE DESIGN OF THIS STRUCTURE IS IN CONFORMANCE WITH THE FOLLOWING STANDARDS AND ALL PHASES OF CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING STANDARDS.
 1. 2013 CALIFORNIA ADMINISTRATIVE CODE (CAC) (PART 1, TITLE 24, CCR)
 2. 2013 CALIFORNIA BUILDING CODE (CBC), VOLUMES 1 AND 2 (PART 2, TITLE 24, CCR) (2012 INTERNATIONAL BUILDING CODE WITH 2013 CALIFORNIA AMENDMENTS)
 3. 2013 CALIFORNIA ELECTRICAL CODE (PART 3, TITLE 24, CCR) (2011 NATIONAL ELECTRICAL CODE WITH 2013 CALIFORNIA AMENDMENTS)
 4. 2013 CALIFORNIA MECHANICAL CODE (CMC) (PART 4, TITLE 24, CCR) (2012 UNIFORM MECHANICAL CODE WITH 2013 CALIFORNIA AMENDMENTS)
 5. 2013 CALIFORNIA PLUMBING CODE (CPC) (PART 5, TITLE 24, CCR) (2012 UNIFORM PLUMBING CODE WITH 2013 CALIFORNIA AMENDMENTS)
 6. 2013 CALIFORNIA ENERGY CODE (PART 6, TITLE 24, CCR)
 7. 2013 CALIFORNIA FIRE CODE (CFC) (PART 8, TITLE 24, CCR) (2012 INTERNATIONAL FIRE CODE WITH 2013 CALIFORNIA AMENDMENTS)
 8. 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (PART 11, TITLE 24, CCR)
 9. 2013 CALIFORNIA REFERENCED STANDARDS CODE (PART 12, TITLE 24, CCR)
 10. NFPA 13 - 2013
 11. NFPA 72 - 2013
- III. CONSTRUCTION CHANGES
 - A. CHANGES TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR CONSTRUCTION CHANGE DOCUMENT APPROVED BY THE DIVISION OF THE STATE ARCHITECT AS REQUIRED BY PART 1, TITLE 24, C.C.R.
- IV. FOUNDATION
 - A. THE FOUNDATION SHALL REST ON SOUND SOIL THAT IS FREE OF ORGANIC AND DELETERIOUS MATERIALS AND CAPABLE OF SUPPORTING 1000 PSF VERTICAL BEARING PRESSURE.
 - B. FOR LATERAL LOADING, THE FOUNDATION HAS BEEN DESIGNED TO THE MINIMUM LATERAL BEARING VALUE IN CBC TABLE 1906A.2. THIS IS 100 PSF/FT LATERAL BEARING.
 - C. FOUNDATION DESIGN SHOWN IS BASED ON SOIL CONDITIONS GIVEN IN NOTES A AND B, ABOVE. OWNER SHALL VERIFY ACTUAL SOIL CONDITIONS AT EACH JOB SITE AND ANY REQUIRED ADJUSTMENTS TO THE FOOTING DESIGN SHALL BE DESIGNED BY OTHERS.
- V. CONCRETE
 - A. COMPRESSION STRENGTH OF ALL REINFORCED CONCRETE SHALL NOT BE LESS THAN 4000 PSI AT 28 DAYS.
 - B. REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO THE REQUIREMENTS OF MINIMUM ASTM A615 GRADE 40 FOR #4 AND SMALLER BARS AND GRADE 60 FOR BARS LARGER THAN #4.
 - C. MINIMUM CONCRETE CLEAR COVER FOR REINFORCING BARS SHALL BE 3".
 - D. A CONCRETE MIX DESIGN IN ACCORDANCE WITH CBC SECTION CHAPTER 19A SHALL BE PERFORMED AND STAMPED BY A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA. THE CONCRETE MIX DESIGN SHALL BE SUBMITTED TO THE INSPECTOR OF RECORD PRIOR TO CONSTRUCTION.
 - E. THE MIX DESIGN SHALL MEET THE CRITERIA HEREIN AND SHALL BE PROPER FOR LOCAL CONDITIONS INCLUDING, BUT NOT LIMITED TO, FREEZING AND THAWING EXPOSURE, CHEMICAL AND SALT EXPOSURE, AND SOIL CORROSIIVITY WHERE SUCH PROBLEMS EXIST.
 - F. NON-SHRINK GROUT OR DRY PACK SHALL BE A PREMIXED, NONMETALLIC FORMULA WITH A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS AND HAVING THE FOLLOWING CHARACTERISTICS: NO SHRINKAGE AFTER PLACEMENT OR EXPANSION AFTER SET (ASTM C1090), ONE DAY COMPRESSIVE STRENGTH OF AT LEAST 3000 PSI (ASTM C109) AND INITIAL SET TIME OF NOT LESS THAN 45 MINUTES (ASTM C191). PROVIDE "HI-FLOW GROUT" OR "DRY PACK GROUT" BY EUCLID, OR AN APPROVED EQUAL.
- VI. STRUCTURAL STEEL
 - A. STEEL PLATE SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
 - B. HOLLOW STRUCTURAL SECTIONS (HSS) SHALL CONFORM TO THE REQUIREMENTS OF ASTM A500, GRADE B.
 - C. ALL STRUCTURAL STEEL SHALL BE IDENTIFIED BY MILL CERTIFICATE.
 - D. HIGH STRENGTH BOLTS (HSB) SHALL BE GALVANIZED AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM A325-N. HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION PLUS AN ADDITIONAL HALF TURN.
 - E. ALL HIGH STRENGTH BOLTS SHALL HAVE CERTIFICATION.
 - F. WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY'S SPECIFICATION FOR THE MATERIAL BEING WELDED. ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS.
 - G. WELD ELECTRODES SHALL BE E70XX AND SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.8-6.3 FOR DEMAND CRITICAL WELDS.
 - H. ALL WELDING SHALL BE APPROVED BY AN AWS CERTIFIED INSPECTOR.
 - I. STEEL FRAMING SHALL BE COATED WITH ANTI-GRAFFITI POLYESTER TGIC POWDER COAT FINISH MEETING AAMA 2604-02 SPECIFICATIONS.
 - J. SHOP DRAWINGS OF ALL STRUCTURAL STEEL SHALL BE SUBMITTED TO HYYTINEN ENGINEERING FOR APPROVAL PRIOR TO FABRICATION.
 - K. ALL BOLT HOLE DIAMETERS SHALL BE EQUAL TO THE BOLT DIAMETER PLUS 1/16" U.N.O. BOLT HOLES FOR ANCHOR BOLTS SHALL BE EQUAL TO THE BOLT DIAMETER PLUS 1/8".
 - L. ANCHOR BOLTS SHALL CONFORM TO ASTM F1554, GRADE 36 AND SHALL BE HOT DIP GALVANIZED.
- VII. ALUMINUM
 - A. INTERLOCKING SEAM ALUMINUM ROOF DECK SHALL BE ROLL FORMED FROM ALUMINUM ALLOY 3004-H151 AND SHALL CONFORM TO THE DECK PROFILE SHOWN ON THE DRAWINGS.
 - B. ALUMINUM ROOF DECK SHALL BE COATED WITH HEAT REFLECTIVE BASF ULTRA-COOL COATING OR APPROVED EQUAL.
 - C. EXTRUDED ALUMINUM RIDGE CAP SHALL BE FABRICATED FROM ALUMINUM ALLOY 6105-T5 AND SHALL CONFORM TO THE REQUIREMENTS SHOWN ON THE DRAWINGS.
 - D. EXTRUDED ALUMINUM FASCIA SHALL BE FABRICATED FROM ALUMINUM ALLOY 6063-T5. EXTRUDED ALUMINUM GUTTER SHALL BE FABRICATED FROM ALUMINUM ALLOY 6105-T5. ALUMINUM COMPONENTS SHALL CONFORM TO THE REQUIREMENTS SHOWN ON THE DRAWINGS.
 - E. EXTRUDED ALUMINUM RIDGE CAP, GUTTER, AND FASCIA SHALL BE COATED WITH ANTI-GRAFFITI POLYESTER TGIC POWDER COAT FINISH MEETING AAMA 2604-02 SPECIFICATIONS.
- VIII. SCREWS
 - A. SCREWS SHALL BE HILTI KWIK-PRO SELF DRILLING SCREWS WITH BOND SEAL WASHERS PER ICC ESR-2196 OR APPROVED EQUAL.
 - B. SCREWS ATTACHING TO STEEL SHALL BE 12-24 HEX WASHER HEAD (HW) #5 POINT SCREWS. SCREWS ATTACHING TO ALUMINUM SHALL BE 8-18 HEX WASHER HEAD (HW) #2 POINT SCREWS.
 - C. ALL SCREWS SHALL BE STAINLESS STEEL OR COATED WITH ZINC.
 - D. THE MANUFACTURER SHALL PROVIDE A SCREW CERTIFICATION LETTER STATING THAT SCREWS PROVIDED MATCH THE SIZE AND TYPE SPECIFIED HEREIN. THE CERTIFICATION LETTER SHALL BE SUBMITTED TO THE INSPECTOR OF RECORD PRIOR TO INSTALLATION.
- IX. SHOP FABRICATION AND FIELD ASSEMBLY
 - A. ALL STRUCTURAL STEEL AND ALUMINUM COMPONENTS SHALL BE SHOP FABRICATED SO THAT FIELD ASSEMBLY OF CONNECTIONS CAN BE PERFORMED USING ONLY BOLTING AND SCREW PLACEMENT.
- X. SPECIAL INSPECTION
 - A. THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR TO PERFORM INSPECTION OF THE CONSTRUCTION OF THIS PC IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 17A OF THE 2013 CALIFORNIA BUILDING CODE (PART 2, TITLE 24, C.C.R.) AND THE DIVISION OF THE STATE ARCHITECT.
- XI. FIRE LIFE SAFETY
 - A. AN AUTOMATIC FIRE PROTECTION SYSTEM MAY BE REQUIRED FOR THIS BUILDING DEPENDING ON SITE SPECIFIC REQUIREMENTS. WHERE REQUIRED, THE AUTOMATIC FIRE PROTECTION SYSTEM SHALL BE DESIGNED BY OTHERS.
 - B. THE DESIGN OF THIS SHELTER IS CAPABLE OF SUPPORTING THE WEIGHT OF A FIRE SPRINKLER SYSTEM (1.6 PSF).
 - C. THE METAL ROOFING COMPLIES WITH FIRE CLASSIFICATION B. THIS SHELTER HAS NOT BEEN DESIGNED FOR PLACEMENT WITHIN ANY FIRE HAZARD SEVERITY ZONE.

SITE SPECIFIC OPTIONS

TO BE COMPLETED PRIOR TO PLAN CHECK SUBMITTAL.	
QUANTITY OF SHELTERS AT THIS SITE	_____
OVERALL LENGTH OF SHELTER (59'-0" MAX, 13'-0" MIN)	_____
SHELTER EAVE HEIGHT (7'-6" MIN, 12' MAX)	_____
COVERED AREA (928 SF MAX.)	_____
SHELTER WIDTH	<input type="checkbox"/> 10' <input type="checkbox"/> 16'
CONCRETE SLAB OR ASPHALT PAVING (BY OTHERS) OVER FOOTINGS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
ROOF DOWNSPOUTS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
ALUMINUM "Y" PLUGS IN ROOF VOIDS FOR BIRD CONTROL?	<input type="checkbox"/> YES <input type="checkbox"/> NO

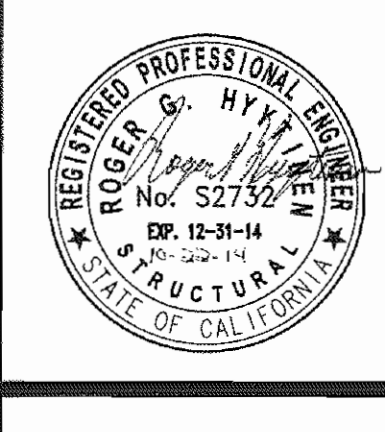
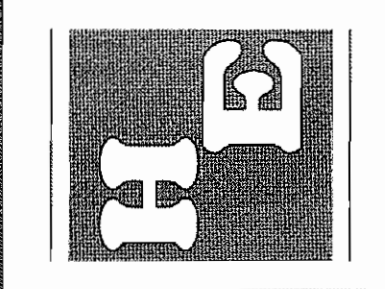
SHEET INDEX

- IT.0 ILLINI SHELTER DESIGN NOTES, EXAMPLE FORM DSA 103
- IT.1 ILLINI SHELTER PLANS, SECTIONS AND DETAILS

PRE-CHECK (PC) DOCUMENT
CODE :2013 CBC

FILE NO.: PC-058
APPL. NO.: 02-113840

HYYTINEN
ENGINEERING
5488 Longley Lane, Suite B
Reno, Nevada 89511
(775) 826-5019 PHONE
(775) 826-8078 FAX

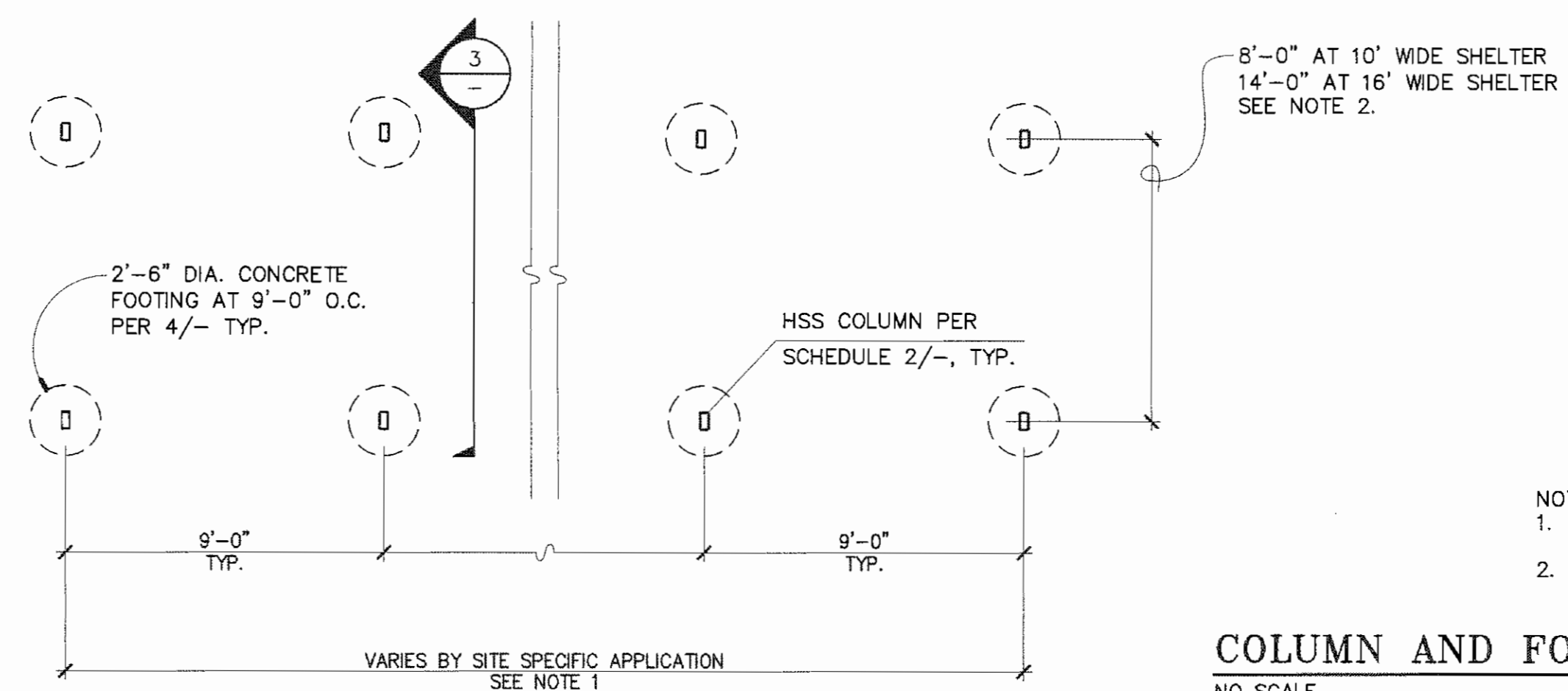


IDENTIFICATION STAMP
DIV OF THE STATE ARCHITECT
02 113840
R. HYYTINEN
DATE 12/21/14
PC

PROJECT:
10' AND 16' ILLINI SHELTER
AMERICANA BUILDING PRODUCTS
#2 Industrial Dr. - Salem, IL 62881
(800)851-0865 www.americana.com

SITE ADDRESS:
SHEET TITLE:
DESIGN NOTES - EXAMPLE
FORM DSA 103

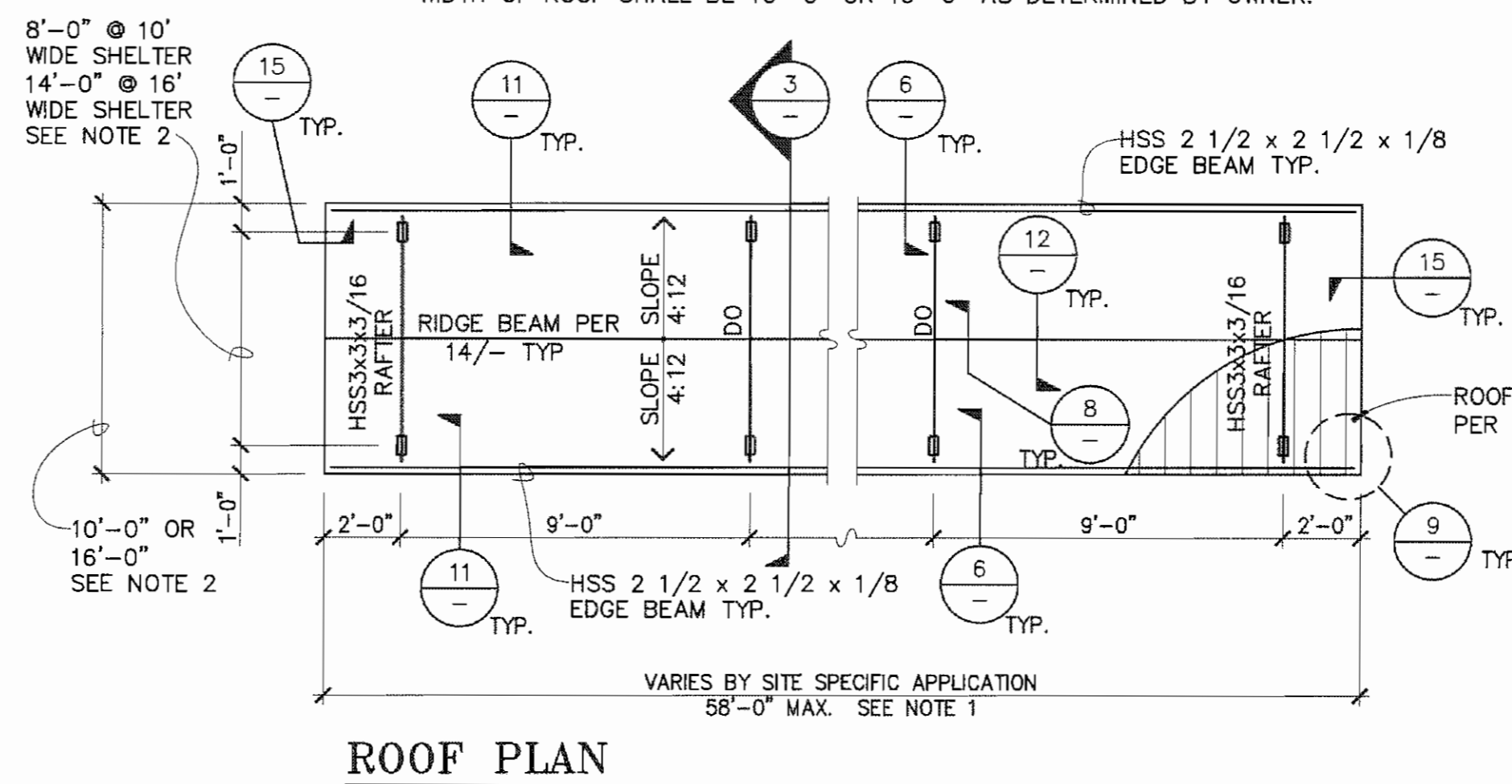
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10/21/14
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JOB NO.
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FOUNDATION PLAN

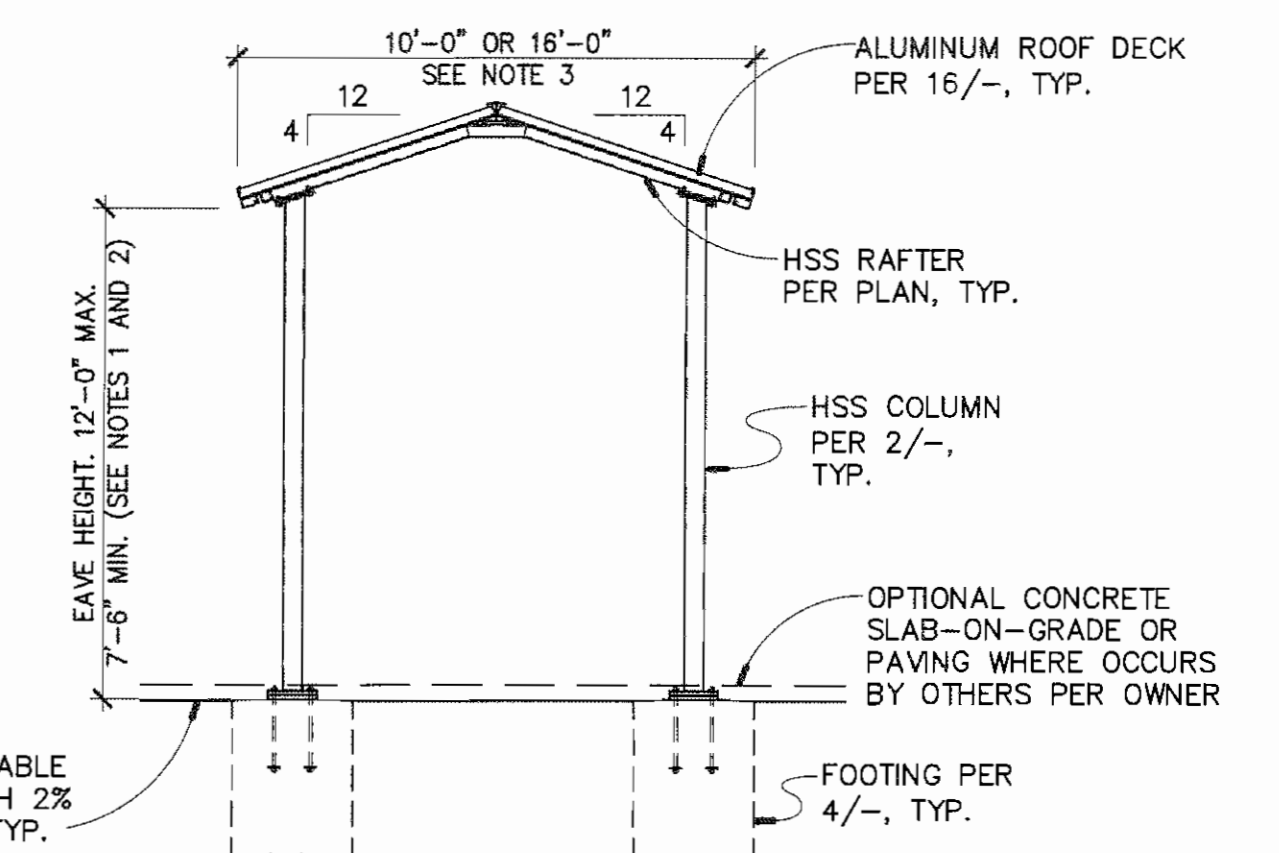
COLUMN AND FOOTING SCHEDULE

- NOTES:
- OVERALL SHELTER LENGTH IS A SITE SPECIFIC APPLICATION OPTION. FRAMES SHALL BE SPACED AT 9'-0" O.C. THROUGHOUT. A MINIMUM OF (2) FRAMES ARE REQUIRED.
 - SHELTER WIDTH IS A SITE SPECIFIC APPLICATION OPTION. OVERALL WIDTH OF ROOF SHALL BE 10'-0" OR 16'-0" AS DETERMINED BY OWNER.



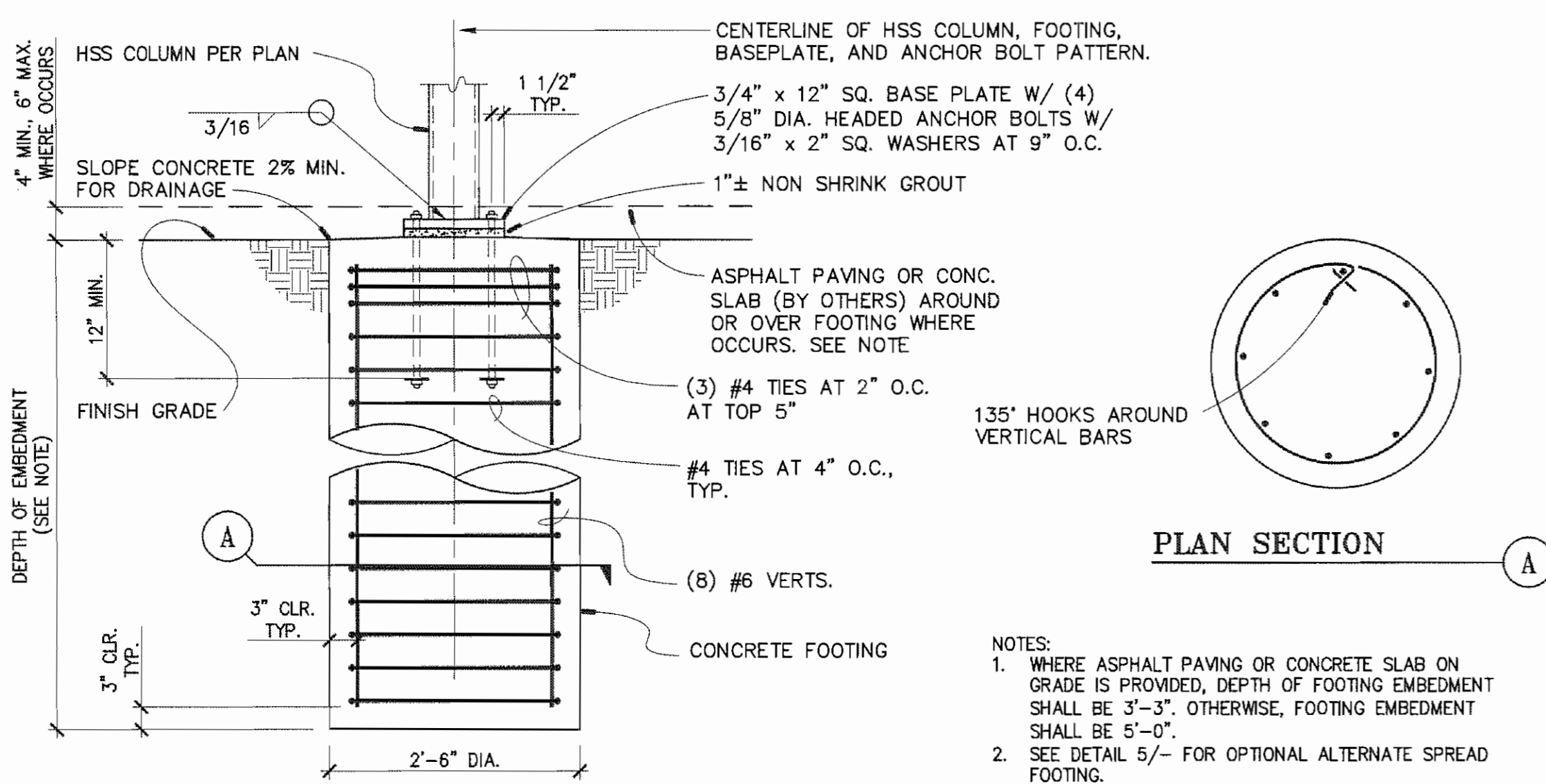
ROOF PLAN

- NOTES:
- REQUIRED EAVE HEIGHT FOR EACH SITE SHALL BE DETERMINED BY OWNER.
 - EAVE HEIGHT IS MEASURED FROM TOP OF FOOTING EXCEPT WHERE SLAB-ON-GRADE OR PAVING OCCURS. WHERE SLAB OR PAVING OCCURS EAVE HEIGHT SHALL BE MEASURED FROM TOP OF SLAB OR PAVING.
 - SHELTER WIDTH IS A SITE SPECIFIC APPLICATION OPTION. OVERALL WIDTH OF ROOF SHALL BE 10'-0" OR 16'-0" AS DETERMINED BY OWNER.

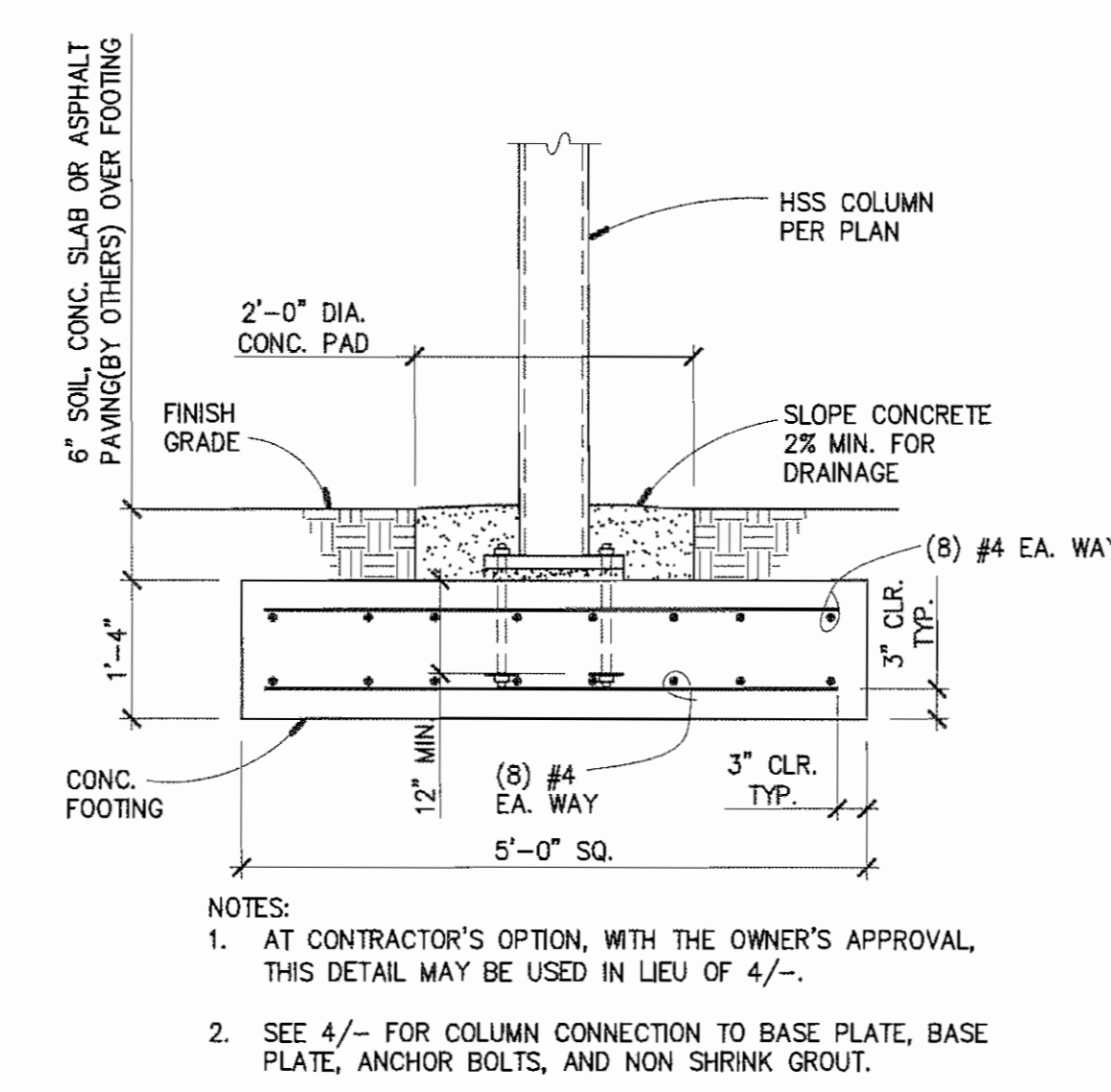


BUILDING SECTION

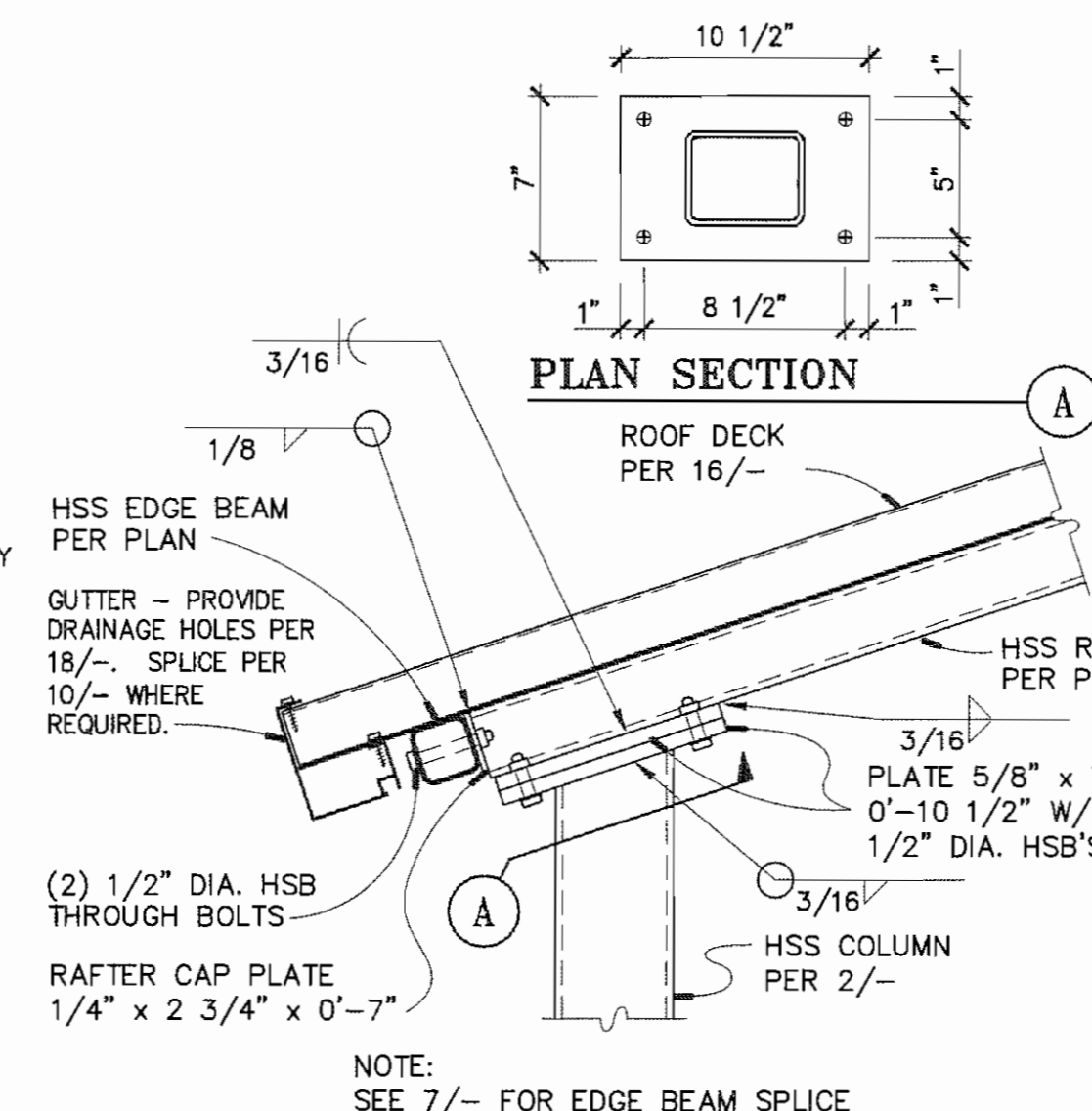
FOUNDATION AND ROOF PLANS



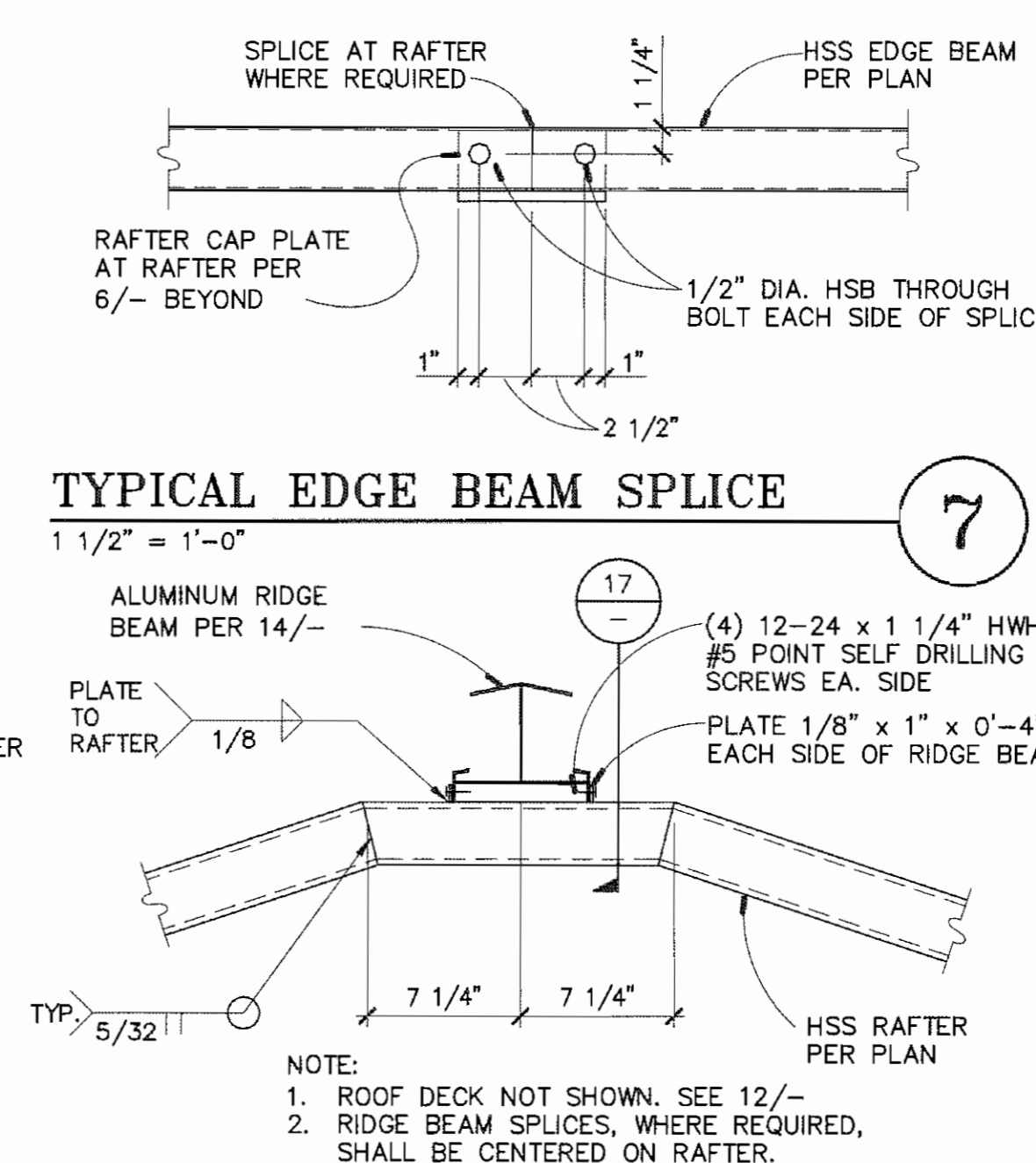
FOUNDATION SECTION



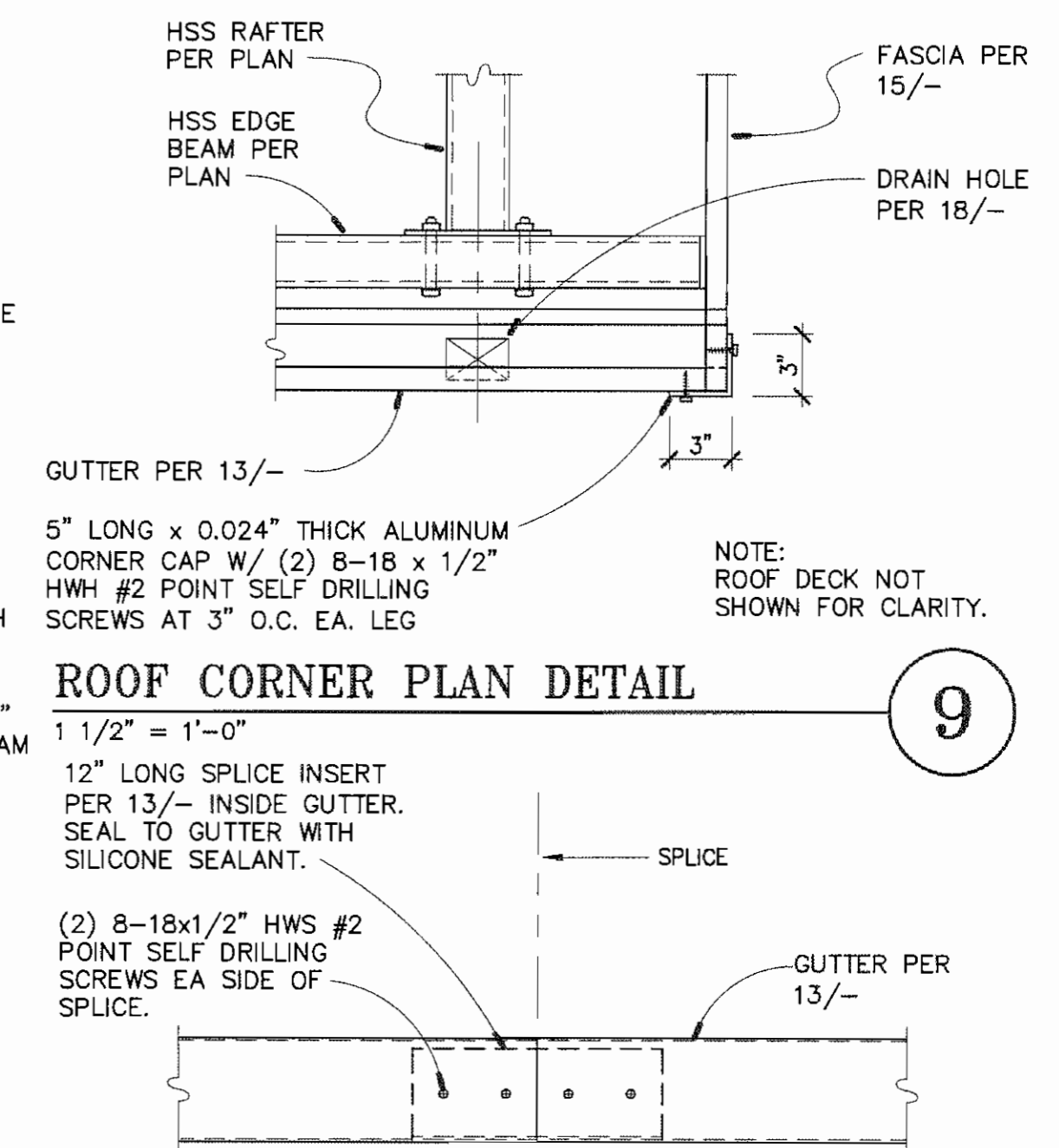
ALTERNATE FOUNDATION SECTION



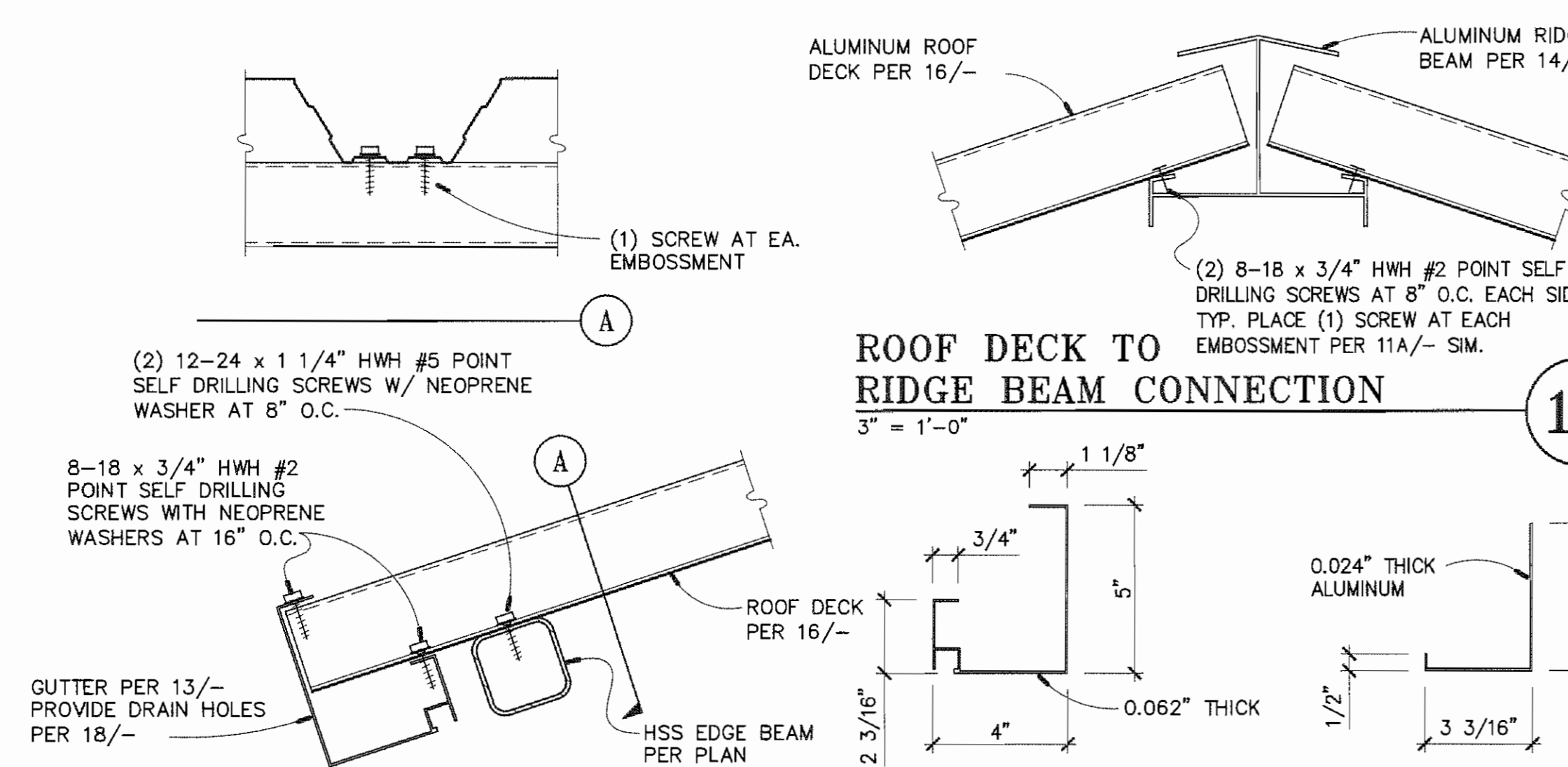
RAFTER TO COLUMN CONNECTION



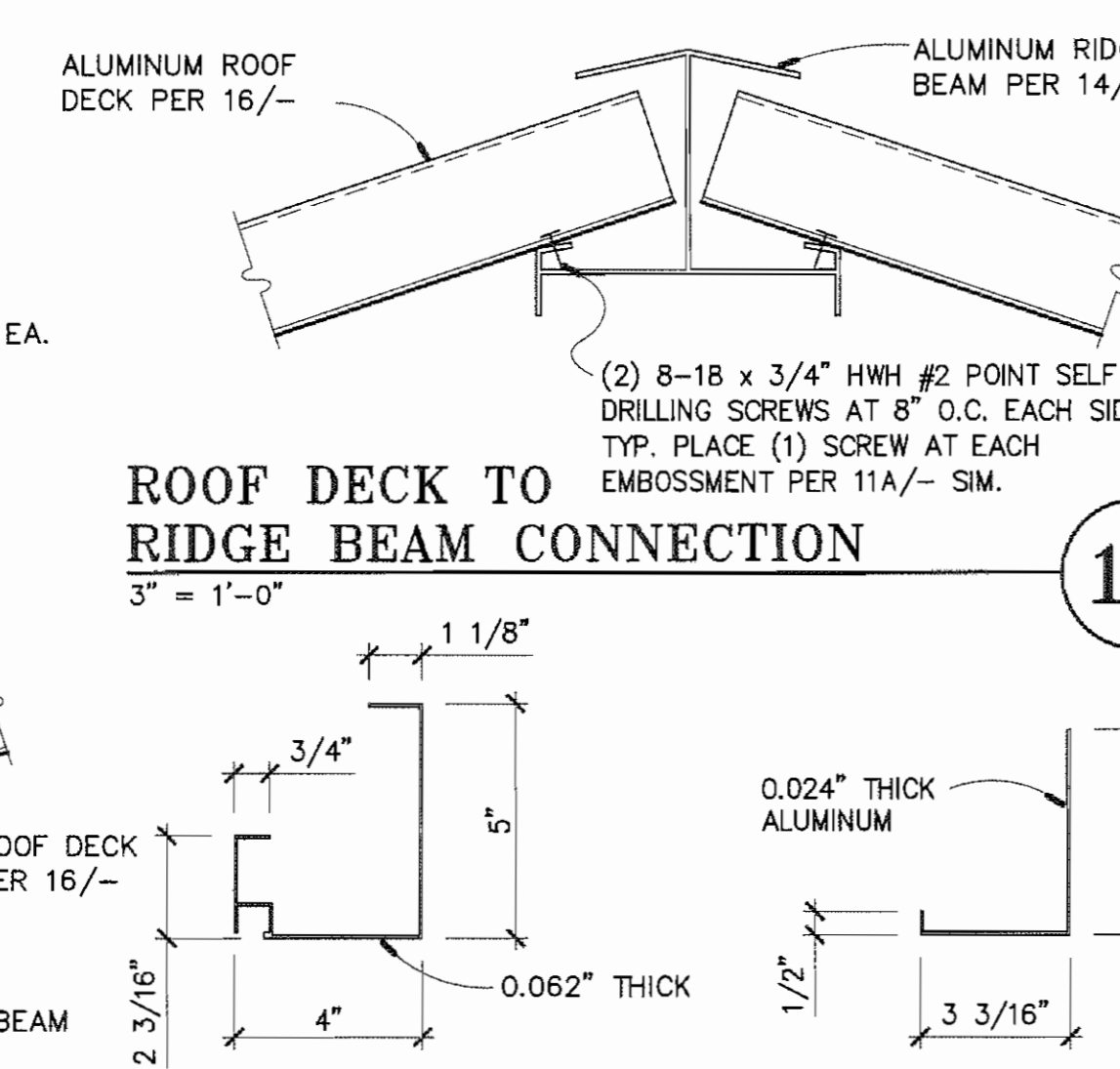
TYPICAL EDGE BEAM SPLICE



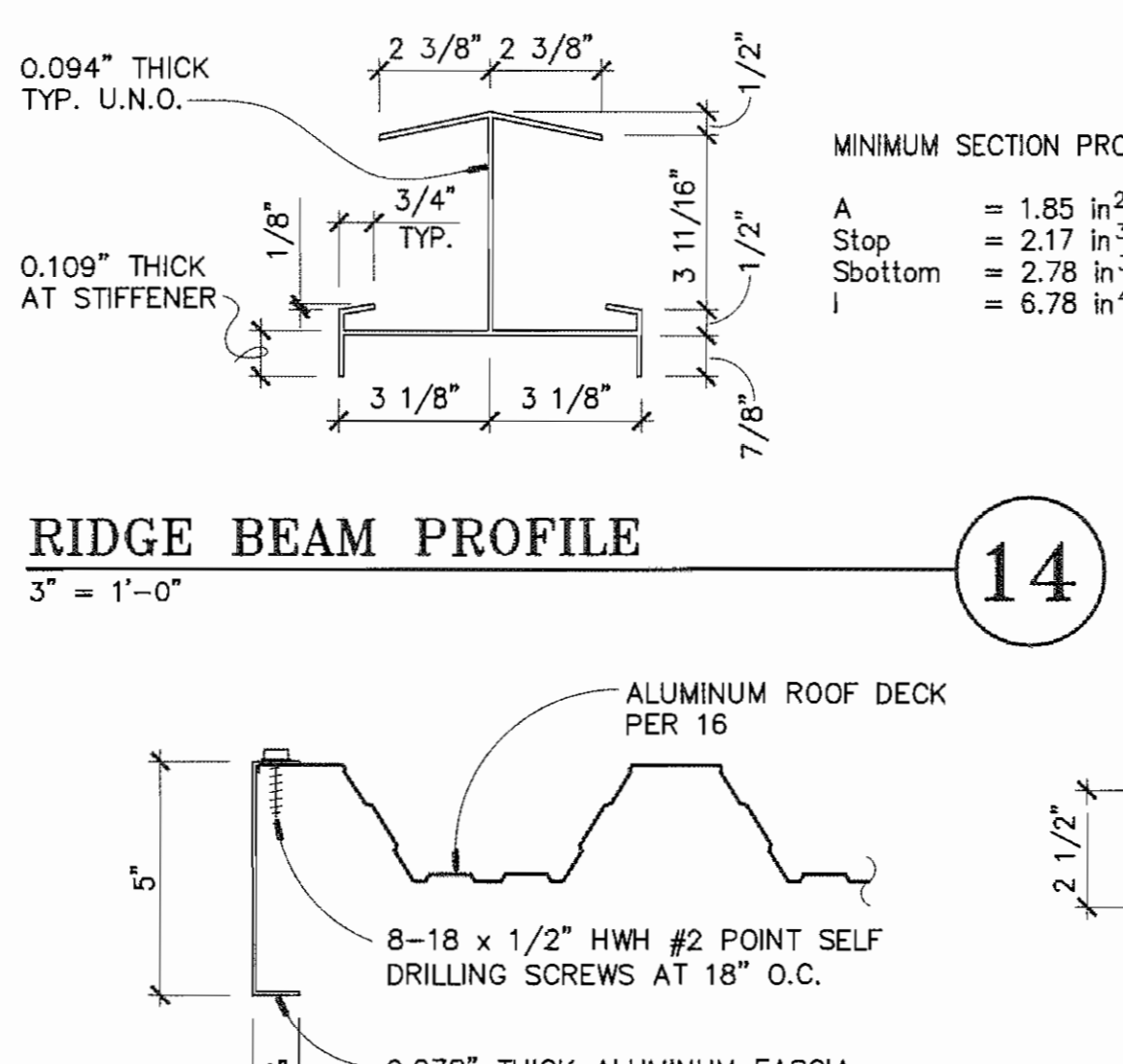
ROOF CORNER PLAN DETAIL



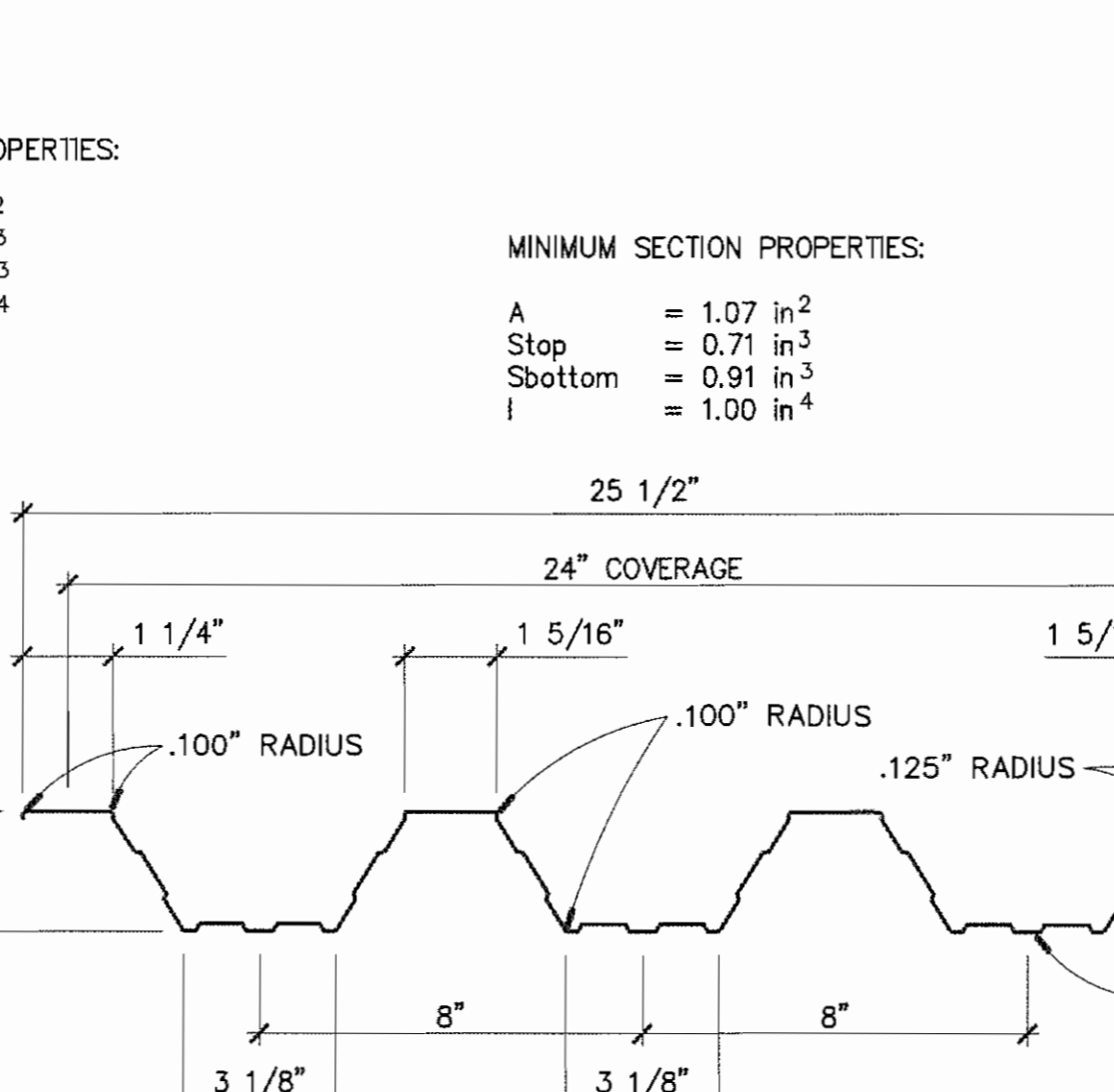
ROOF DECK TO EDGE BEAM CONNECTION



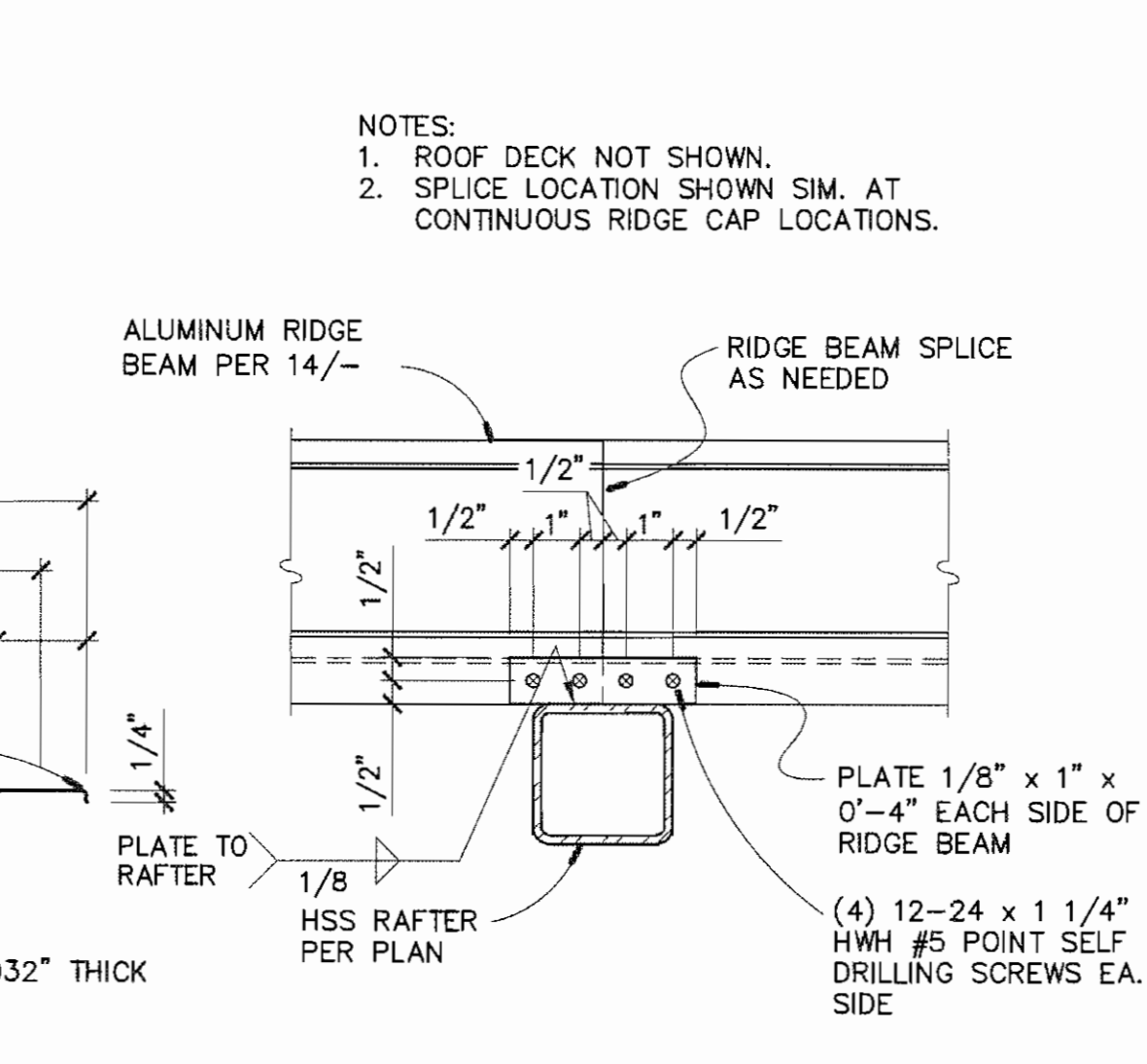
GUTTER AND SPLICE INSERT PROFILES



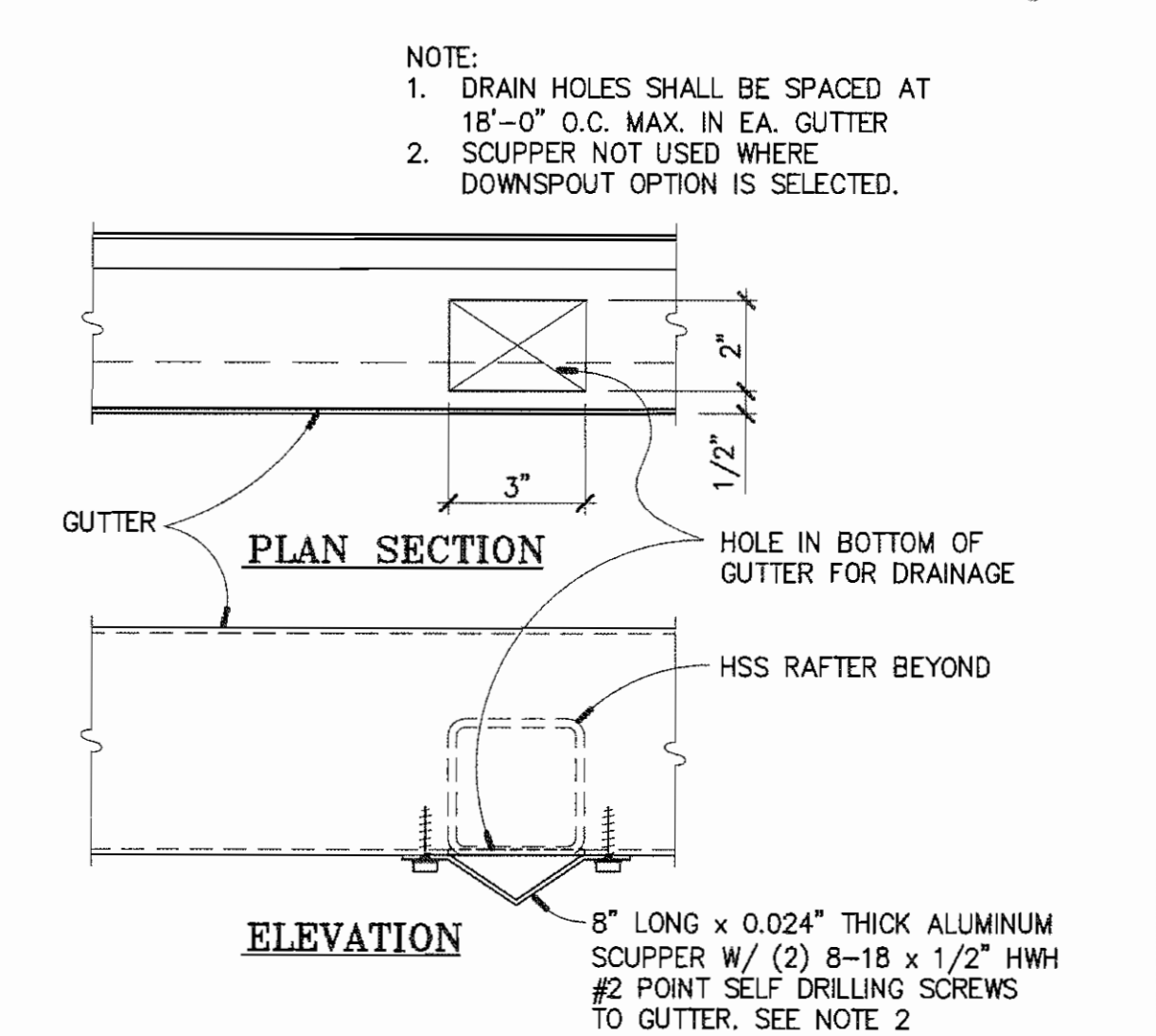
RIDGE BEAM PROFILE



FASCIA TO ROOF DECK CONNECTION



INTERLOCKING ROOF DECK PROFILE



RIDGE BEAM SPLICE

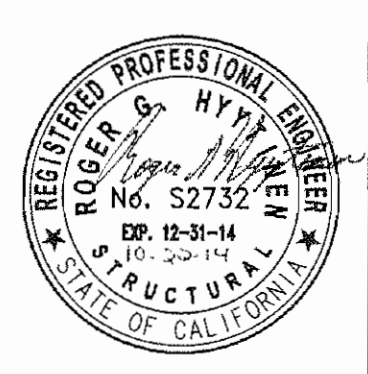


GUTTER DRAIN HOLES

PRE-CHECK (PC) DOCUMENT
CODE :2013 CBC
A separate project application for construction is required.

FILE NO.: PC-058
APPL. NO.: 02-113840

HYTTINEN ENGINEERING
545B Longley Lane, Suite B
Reno, Nevada 89511
(775) 826-3079 PHONE
(775) 826-3078 FAX



IDENTIFICATION STAMP
DIV OF THE STATE ARCHITECT
02 113840
ACT 14
DATE 10/21/14

PROJECT:
10' AND 16' ILLINI SHELTER
AMERICANA BUILDING PRODUCTS
#2 Industrial Dr. - Salem, IL 62881
(800)851-0865 www.americana.com

SHEET TITLE:
PLANS, SECTIONS AND DETAILS

DRAWN NVGI
CHECKED R.H.
DATE 10/21/14
SCALE AS NOTED
JOB NO. 44-14
DRAWING NO. IT
SHEET IT.1

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 101

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Approval of Resolution 2015-27 Education Protection Account (EPA)
Funding and Spending Determinations for the 2015-16 Fiscal Year**
DATE: June 15, 2015

BACKGROUND

In November of 2012 Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

RECOMMENDATION

It is recommended that the Board of Trustees adopts resolution 2015-27 approving the expenditure of Education Protection Account funds to be received quarterly during the 2015-16 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

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

**RESOLUTION 2015-27
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 25, 2015.

Ian Collins, President

Jeannie Galindo, President Pro-Tem

Sandra Crandall, Clerk

Jim Cunneen, Member

Lisa Schultz, Member

2015-16 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2016
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	7,124,563.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		7,124,563.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	7,124,563.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		7,124,563.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.k12.ca.us

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**

DATE: June 16, 2015 – for June 25, 2015 Board Meeting

BACKGROUND

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an Agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, FVSD is referred to as the Local Education Agency (LEA) to administer School-based Medi-Cal Administrative Activities (SMAA). The goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of School-based Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

RECOMMENDATION

It is recommended that the Board of Trustees approve the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2015 through June 30, 2016 and authorize the Superintendent or designee to sign all documents.

sb

2 FOUNTAIN VALLEY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,
6 2015, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the Fountain Valley School District, 10055
10 Slater Avenue, Fountain Valley, California 92708, hereinafter
11 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
12 collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
15 California State Department of Health Care Services, hereinafter
16 referred to as STATE, which is incorporated herein by this
17 reference, to serve as the Local Educational Consortium (LEC) for
18 the Region 9 in accordance with the California Welfare and
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to
21 represent school districts and county offices located in Region 9,
22 hereinafter referred to as LEA (Local Education Agency) to
23 administer School-based Medi-Cal Administrative Activities (SMAA)
24 described as Administrative Claiming process in the California
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal
6 Administrative Activities and wishes to participate in the School-
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2015, and ending on June 30, 2016,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all Federal, state
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-Federal cost of
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Study (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide Program technical
17 assistance.
- 18 l. Review DISTRICT'S quarterly invoice documents for
19 accuracy and completeness and request corrections if
20 necessary.
- 21 m. Review corrected documents for compliance with rules and
22 regulations; work with DISTRICT to resolve any
23 outstanding matters that prevent SUPERINTENDENT'S
24 certification of claim.
- 25 n. Code all SMAA RMTS moments and make available to the
DISTRICT its RMTS results.

- 1 o. Provide DISTRICT access to STATE SMAA Appeal Process
2 upon request.
- 3 p. Appeal DISTRICT decision or action through the STATE
4 SMAA Appeal Process if necessary.
- 5 q. Review and submit the Random Moment Time Study (RMTS)
6 quarterly invoice to the STATE on behalf of the DISTRICT
7 and convey to the DISTRICT by warrant all funds received
8 on behalf of DISTRICT from the STATE less any amount due
9 the SUPERINTENDENT as defined in Section 5.0 of this
10 AGREEMENT. No funds will be conveyed to DISTRICT for
11 invoices that have been disallowed by the STATE.
- 12 r. Monitor compliance of DISTRICT with all Federal, STATE,
13 and SUPERINTENDENT'S Program requirements.
- 14 s. Designate an employee to act as liaison to DISTRICT
15 regarding issues relating to this AGREEMENT.

16 3.0 RESPONSIBILITIES OF DISTRICT.

- 17 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
18 amended as necessary to comply with all Federal, STATE
19 and SUPERINTENDENT'S program requirements.
- 20 b. RMTS software platform may be accessed only by employees
21 of the DISTRICT for RMTS purposes. DISTRICT agrees to
22 comply with the confidentiality and other requirements
23 associated with use of the RMTS software platform.
24 DISTRICT shall be responsible for any unauthorized use
25 and understands that the DISTRICT may be held liable.

- 1 c. Quarterly assess SMAA claiming potential within the
2 DISTRICT and determine which staff perform SMAA
3 activities and will participate in the Random Moment
4 Time Study (RMTS) and what direct charges, if
5 applicable, will be claimed.
- 6 d. Certify to the SUPERINTENDENT and STATE the amount of
7 DISTRICT'S general funds or any other funds allowed
8 under Federal law and regulations expended on the
9 allowable "Program activities".
- 10 e. Comply fully with all Title XIX Federal, STATE, and
11 SUPERINTENDENT'S Program requirements.
- 12 f. Certify to SUPERINTENDENT and STATE the availability and
13 expenditure, from allowable non-Federal funding sources,
14 of one hundred percent (100%) of the cost of performing
15 Program activities.
- 16 g. Certify to SUPERINTENDENT and STATE expenditures
17 represent costs that are eligible for Federal financial
18 participation for that fiscal year.
- 19 h. If subcontracting for certain administrative activities,
20 provide SUPERINTENDENT with a copy of the DISTRICT'S
21 contract with vendor. DISTRICT may include vendor's
22 allowable costs on its invoice, to the extent that same
23 tasks are not performed by the SUPERINTENDENT and with
24 the understanding that the total vendor fees cannot
25 exceed fifteen percent (15%).

- 1 i. Ensure that DISTRICT'S designated SMAA Coordinator
2 attends quarterly Region 9 LEC SMAA Coordinators
3 trainings and meetings.
- 4 j. Adhere to timelines established by the STATE and
5 SUPERINTENDENT for completion of Program documentation
6 (e.g., Program invoices, Random Moment Time Study (RMTS)
7 Rosters, reports, etc.). Respond in a timely manner to
8 all STATE and SUPERINTENDENT requests for information
9 and documentation.
- 10 k. Respond to SUPERINTENDENT reviews with information and
11 corrected documents upon request.
- 12 l. Work with SUPERINTENDENT to resolve any outstanding
13 matters.
- 14 m. Appeal SUPERINTENDENT'S decision through the STATE
15 SMAA LEA Appeal Process if necessary.
- 16 n. Complete quarterly Random Moment Time Study (RMTS), as
17 required by the Centers for Medicare and Medicaid
18 Services (CMS), to determine the amount of paid time
19 spent on Program claimable activities.
- 20 o. DISTRICT will maintain a minimum response rate of
21 eighty-five percent (85%) of the moments assigned per
22 time study quarter. If DISTRICT is unable to maintain
23 the required response rate, DISTRICT will have sanctions
24 applied according to the School-based Medi-Cal
25 Administrative Activities (SMAA) Manual.

1 p. Develop and maintain at the DISTRICT an Operational
2 Plan/Audit File to include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Study (RMTS) Time Survey
5 Participant (TSP) Roster Reports and other
6 documentation, including validation of time
7 survey participant attendance.
- 8 • Time certification and supporting documentation
9 for direct charge staff.
- 10 • Position Descriptions/Duty Statements.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 q. Prepare and certify School-based MAA invoices in
19 conformance with STATE requirements and timelines.

20 r. Provide SUPERINTENDENT with copies of SMAA invoice
21 supporting documentation upon request.

22 s. DISTRICT agrees to maintain and preserve, documentation
23 for a period of not less than five years after
24 termination of Agreement Number 41708 and final payment
25 from Department of Health Care Services (DHCS) to
SUPERINTENDENT, to permit Department of Health Care
Services (DHCS) or any duly authorized representative,
to have access to examine or audit any pertinent books,
documents, papers and records related to this AGREEMENT
and to allow interviews of any employee who might
reasonably have information related to such records.

1 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand
2 dollars (\$10,000.00), DISTRICT shall agree and comply
3 with the following terms and conditions:

4 1. Maintain books, records, documents, and other
5 evidence, accounting procedures and practices,
6 sufficient to properly reflect all direct and
7 indirect costs of whatever nature claimed to
8 have been incurred in the performance of this
9 AGREEMENT, including any matching costs and
10 expenses. The foregoing constitutes "records"
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part
13 thereof as may be engaged in the performance
14 of this AGREEMENT and its records shall be
15 subject at all reasonable times to inspection,
16 audit, and reproduction.

17 3. The Department of Health Care Services (DHCS),
18 the Department of General Services, the Bureau
19 of State Audits, or their designated
20 representatives including the Comptroller
21 General of the United States shall have the
22 right to review and to copy any records and
23 supporting documentation pertaining to the
24 performance of this AGREEMENT. DISTRICT agrees
25 to allow the auditor(s) access to such records
during normal business hours and to allow

1 interviews of any employees who might
2 reasonably have information related to such
3 records. Further, DISTRICT agrees to include a
4 similar right of the STATE to audit records
5 and interview staff related to performance of
6 this AGREEMENT.

- 7 4. Preserve and make available its records (1)
8 for a period of five (5) years from the date
9 of final payment under this AGREEMENT, and (2)
10 for such longer period, if any, as required by
11 applicable statute, by any other provision of
12 this AGREEMENT, or by subparagraphs (a) or (b)
13 below:

14 (a) If this AGREEMENT is completely or
15 partially terminated, the records
16 relating to the work terminated shall be
17 preserved and made available for a period
18 of three (3) years from the date of
19 resulting final settlement.

20 (b) If any litigation, claim, negotiation,
21 audit, or other action involving the
22 records has been started before the
23 expiration of the three-year period, the
24 records shall be retained until
25 completion of the action and resolution
of all issues which arise from it, or

1 until the end of the regular three-year
2 period, whichever is later.

3 5. DISTRICT shall comply with the above
4 requirements and be aware of the penalties for
5 violations of fraud and for obstruction of
6 investigation as set forth in Public Contract
7 Code §10115.10, if applicable.

8 6. DISTRICT, may at its discretion, following
9 receipt of final payment under this AGREEMENT,
10 reduce its accounts, books and records related
11 to this AGREEMENT to microfilm, computer disk,
12 CD ROM, DVD, or their data storage medium.
13 Upon request by an authorized representative
14 to inspect, audit or obtain copies of said
15 records, DISTRICT must supply or make
16 available applicable devices, hardware, and/or
17 software necessary to view, copy and/or print
18 said records. Applicable devices may include,
19 but are not limited to microfilm readers and
20 microfilm printers, etc.

21 u. The STATE, through any authorized representatives, has
22 the right at all reasonable times to inspect or
23 otherwise evaluate the work performed or being performed
24 hereunder and the premises in which it is being
25 performed. If any inspection or evaluation is made of
 the premises of DISTRICT, DISTRICT shall provide all

1 reasonable facilities and assistance for the safety and
2 convenience of the authorized representative in the
3 performance of their duties. All inspections and
4 evaluations shall be performed in such a manner as will
5 not unduly delay the work.

6 v. In the event an invoice is revised or is disallowed by
7 the STATE, agree to reimburse SUPERINTENDENT within
8 thirty (30) days of receipt of an invoice from
9 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to
10 the STATE for DISTRICT'S revised or disallowed invoice.

11 w. Ensure no duplicative billings.

12 x. Hold SUPERINTENDENT harmless from any Federal
13 disallowance of SMAA claim payments made to DISTRICT by
14 the STATE.

15 y. Designate an employee to act as a liaison with
16 SUPERINTENDENT to provide DISTRICT specific information
17 relative to SMAA Program administration and fiscal
18 issues.

19 z. Complete and return with the fully executed AGREEMENT,
20 SUPERINTENDENT'S School-based Medi-Cal Administrative
21 Activities (SMAA) District Information 2015/2016 form,
22 Appendix "A", attached hereto and incorporated by
23 reference herein.

24 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
25 DISTRICT'S responsibilities outlined in Section 3.0 of this
AGREEMENT and after SUPERINTENDENT has received reimbursement from

1 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT
2 shall convey to DISTRICT by warrant, all funds received on behalf of
3 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
4 STATE as determined in Section 5.0 below. No funds will be conveyed
5 to DISTRICT for invoices that have been revised or disallowed by the
6 STATE or Federal. Payment to DISTRICT shall be made within forty-
7 five (45) days of receipt and reconciliation of STATE funds by
8 SUPERINTENDENT.

9 5.0 FEE SCHEDULE.

10 A. Annual STATE Participation Fee. DISTRICT will be responsible
11 for DISTRICT'S share of the STATE Participation Fee, which is based
12 on the STATE'S cost for administering the SMAA claiming process.
13 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim
14 reimbursement for DISTRICT'S share of the STATE Participation Fee
15 increase.

16 B. DISTRICT will be responsible for DISTRICT'S share of the
17 State RMTS Software Platform Fee, which is based on the DISTRICT'S
18 actual cost of utilizing the State RMTS Software Platform through a
19 third party administrator selected by the Region 9 LEC for the
20 Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for
21 DISTRICT'S share of the software platform fees.

22 C. SUPERINTENDENT'S Administrative Support Fees. After
23 SUPERINTENDENT has received reimbursement from the STATE for
24 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to
25 DISTRICT an amount equal to the Federal share of cost received as
reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less

1 four and one-half percent (4.5%) fee per quarterly claim which will
2 be used to support SUPERINTENDENT'S SMAA administration. The
3 four and one-half percent (4.5%) fee may be amended as necessary to
4 support compliance with all Federal, STATE and SUPERINTENDENT'S
5 program requirements.

6 D. The obligations of SUPERINTENDENT and DISTRICT under this
7 AGREEMENT are contingent upon the availability of funds furnished by
8 the United States Government and the State of California. In the
9 event that such funding is terminated or reduced, this AGREEMENT may
10 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal
11 obligations hereunder shall be limited to a pro-rated amount of
12 funding actually received by the SUPERINTENDENT and DISTRICT from
13 the United States Government and the State of California under this
14 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written
15 notification of such termination. Notice shall be deemed given when
16 received by the DISTRICT or no later than three (3) days after the
17 day of mailing, whichever is sooner.

18 6.0 FEDERAL CLAIMING.

19 A. TITLE 31 - Money and Finance, Subtitle V - General
20 Assistance Administration, Chapter 75 - Requirements for Single
21 Audits, Section 7502 requires each pass through entity provide the
22 sub-recipient program names and any identifying numbers from which
23 such assistance is derived. The Catalog of Federal Domestic
24 Assistance (CFDA) number for this Federal program is 93.778, Medical
25 Assistance Program (Medi-Cal).

1 B. A "Vendor" means a dealer, distributor, merchant, or other
2 seller providing goods or services that are required for the conduct
3 of a Federal program. These goods or services may be for an
4 organization's own use or for the use of beneficiaries of the
5 Federal program. Additional guidance on distinguishing between a
6 sub-recipient and a vendor is provided in OMB Circular A-133.

7 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
8 this AGREEMENT, shall be and act as an independent contractor.
9 SUPERINTENDENT understands and agrees that he/she and all of his/her
10 employees shall not be considered officers, employees or agents of
11 the DISTRICT, and are not entitled to benefits of any kind or nature
12 normally provided employees of the DISTRICT and/or to which
13 DISTRICT'S employees are normally entitled, including, but not
14 limited to, State Unemployment Compensation or Workers'
15 Compensation. SUPERINTENDENT assumes full responsibility for the
16 acts and/or omissions of his/her employees or agents as they relate
17 to the services to be provided under this AGREEMENT. SUPERINTENDENT
18 shall assume full responsibility for payment of all Federal, STATE
19 and local taxes or contributions, including unemployment insurance,
20 social security and income taxes with respect to SUPERINTENDENT'S
21 employees.

22 8.0 COPYRIGHT.

23 A. DISTRICT understands and agrees that all forms, plans, and
24 related instructional materials developed by SUPERINTENDENT or
25 DISTRICT under this AGREEMENT shall become the exclusive property of
the Department of Health Care Services. The Department of Health

1 Care Services shall have all right, title and interest in said
2 matters, including the right to secure and maintain the copyright,
3 trademark and/or patent all forms and related instructional
4 materials developed under this AGREEMENT.

5 9.0 HOLD HARMLESS.

6 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
7 harmless DISTRICT, its Governing Board, and its officers, agents,
8 and employees from liability and claims of liability for bodily
9 injury, personal injury, sickness, disease, or death of any person
10 or persons, or damage to any property, real, personal, tangible or
11 intangible, arising out of the negligent acts or omissions of
12 employees, agents or officers of SUPERINTENDENT or the Orange County
13 Board of Education during the term of this AGREEMENT.

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

22 10.0 CONFIDENTIALITY.

23 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
24 of their respective records and information, governing the
25 confidentiality of client or student information for Medi-Cal
clients served under this AGREEMENT. Applicable laws include, but

1 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
2 431.300, Welfare and Institutions Code, Section 14100.2 and 22
3 California Code of Regulations Section 51009 and all applicable
4 Federal and/or STATE laws or regulations as each may now exist or be
5 hereafter amended. The confidentiality obligations contained in
6 this section shall survive termination of this AGREEMENT.

7 B. DISTRICT understands and agrees to take all reasonable
8 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
9 agents' proprietary data provided for purposes of this AGREEMENT
10 hereinafter defined as data file specifications, related
11 instructions, management reports, training materials, plans or other
12 information relating to the performance of SUPERINTENDENT'S agents
13 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
14 to this AGREEMENT. DISTRICT shall not during or after the term of
15 this AGREEMENT, permit the copying, duplication, or use of any of
16 SUPERINTENDENT'S agents' proprietary data by or to any person other
17 than authorized employees, agents or representatives of DISTRICT.

18 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
19 to assure that the information supplied to SUPERINTENDENT hereunder
20 shall be true, complete, and accurate in all respects. DISTRICT
21 shall assume sole responsibility for the truth, completeness and
22 accuracy of all information supplied to SUPERINTENDENT and agrees
23 that SUPERINTENDENT shall have no responsibility or liability for
24 the truth, completeness or accuracy of any information submitted by
25 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify

1 SMAA invoice(s) that do not comply with STATE and Federal SMAA
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
4 for damages or losses to DISTRICT employees, agents, independent
5 contractors or students relating to lost medical services or lost
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
7 any sums DISTRICT does not obtain in reimbursement from the STATE,
8 or for any incidental, indirect, special or consequential damages to
9 DISTRICT arising from the denial of any request for reimbursement
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
12 AGREEMENT shall not be assigned by the DISTRICT without prior
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
15 must meet the approval of the DISTRICT and shall be subject to the
16 DISTRICT'S general right of inspection to secure the satisfactory
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
18 with all Federal, STATE and local laws, rules, regulations and
19 ordinances that are now or may in the future become applicable to
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
21 operations covered by this AGREEMENT or accruing out of the
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
24 shall complete and return with the fully executed AGREEMENT the
25 Certification Regarding Lobbying form, Appendix "B", attached hereto
and incorporated by reference herein, that the DISTRICT has not

1 made, and will not make, any payment prohibited by Item 1 of the
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for
7 debarment, declared ineligible, or voluntarily excluded by any
8 federal department or agency;

9 b. Has not within a three-year period preceding this
10 AGREEMENT been convicted of or had a civil judgement rendered
11 against them for commission of fraud or a criminal offense in
12 connection with obtaining, attempting to obtain, or performing a
13 public (Federal, STATE or local) transaction or contract under a
14 public transaction; violation of Federal or STATE antitrust statutes
15 or commission of embezzlement, theft, forgery, bribery,
16 falsification or destruction of records, making false statements, or
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or
19 civilly charged by a government entity (Federal, STATE or local)
20 with commission of any of the offenses enumerated in Section 16.0(b)
21 herein; and

22 d. Has not within a three-year period preceding this
23 AGREEMENT had one or more public transactions (Federal, STATE or
24 local) terminated for cause or default.
25

1 e. The terms and definitions herein have the meanings set
2 out in the Definitions and Coverage sections of the rules
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements
5 in this certification, DISTRICT shall submit an explanation to
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in
8 addition to other remedies available to the Federal Government, the
9 Department of Health Care Services (DHCS) may terminate this
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
13 employ any unlawful discriminatory practices in employment of
14 personnel or in any other respect on the basis of sex, race, color,
15 ethnicity, national origin, ancestry, religion, age, marital status,
16 medical condition, sexual orientation, physical or mental disability
17 or any other protected group in accordance with the requirements of
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
21 use of any tobacco products are prohibited in buildings and
22 vehicles, and on any property owned, leased or contracted for by the
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
24 to abide with conditions of this policy could result in the
25 termination of this AGREEMENT.

1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
2 or without cause, terminate this AGREEMENT with the giving of thirty
3 (30) days prior written notice to the other party. However, once
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
5 of Health Care Services (DHCS), according to the School-based Medi-
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this
9 AGREEMENT by either party to the other shall be in writing and given
10 either by: (a) personal service or (b) by U.S. Mail, mailed either
11 by registered or certified mail, return receipt requested, with
12 postage prepaid. Service shall be considered given when received if
13 personally served or if mailed on the third day after deposit in any
14 U.S. Post Office. The address to which notices or demands may be
15 given by either party may be changed by written notice given in
16 accordance with the notice provisions of this section. As of the
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: Fountain Valley School District
19 10055 Slater Avenue
20 Fountain Valley, CA California 92708
21 Attn: Mary Fox

22 SUPERINTENDENT: Orange County Superintendent of Schools
23 200 Kalmus Drive
24 Costa Mesa, California 92626
25 Attn: Patricia McCaughey

26 21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
27 redress for violation of, or to insist upon, the strict performance
28 of any term or condition of this AGREEMENT shall not be deemed a
29 waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this
4 AGREEMENT is held by a court of competent jurisdiction to be
5 invalid, void, or unenforceable, the remaining provisions will
6 nevertheless continue in full force and effect, and shall not be
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
9 shall be governed by the laws of the State of California with venue
10 in Orange County, California.

11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
12 attached hereto constitute the entire agreement among the Parties to
13 it and supercedes any prior or contemporaneous understanding or
14 agreement with respect to the services contemplated, and may be
15 amended only by a written amendment executed by both Parties to the
16 AGREEMENT.

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21 [THIS SECTION INTENTIONALLY LEFT BLANK]
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: May 6, 2015

FEDERAL IDENTIFICATION NUMBER

FVSD(41708)-MAA(2015-2016)
ZIP4/GF



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
 DISTRICT INFORMATION
 2015-2016**

1. DISTRICT/SCHOOL

District/School Name *County*

Claiming Unit: _____
If different than name above.

2. DISTRICT MAA COORDINATOR

Name *District Job Title*

Street Address *City, State, Zip*

Mailing Address (if different than street address) *City, State, Zip*

Phone (please include extension) *Fax* *Email*

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check box for this person to be included in communications.

4. (a) ALTERNATE DISTRICT CONTACT – MAA COORDINATOR DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check box for this person to be included in communications.

5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check box for this person to be included in communications.

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2015-2016

6. DATES MAA COORDINATOR WILL **NOT** BE AVAILABLE DURING THE SUMMER

June 2015: _____ July 2015: _____
August 2015 _____ September 2015: _____

Name of Alternate District Contact during summer (June–September, 2015)

Phone

Email

7. FIRST STUDENT ATTENDANCE DATE(S) _____, 2015 _____, 2015

8. STUDENT ATTENDANCE BREAKS Winter: _____ to _____, 2016

Spring: _____ to _____, 2016

9. MAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

Company Name

Contact

Contact Job Title

Mailing Address

City, State, Zip

Phone

Fax

Email

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 105

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **OCDE Data Center Services Agreement #41861**
DATE: June 15, 2015

Background

Data Center Site Services # 41861

The Orange County Department of Education (OCDE) provides a secure off-site location for school districts server storage and back-up appliances for data application services. It is considered best practice to have off-site back-up in case of disaster. The cost of this agreement for the 2015-16 school year is \$1,500.

Recommendation

It is recommended that the Board of Trustees approve Agreement Number 41861 with the Orange County Department of Education and authorize the Superintendent or designee to sign all documents.

1 Agreement Number: 41861

2 FOUNTAIN VALLEY SCHOOL DISTRICT
3 DATA CENTER SITE SERVICES

4 This AGREEMENT is hereby made and entered into this 12th day
5 of June, 2015 by and between the Orange County Superintendent of
6 Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter
7 referred to as SUPERINTENDENT, and Fountain Valley School District,
8 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
10 collectively referred to as the Parties.

11 NOW, THEREFORE, the Parties hereto mutually agree as follows:

12 1.0 BASIS OF AGREEMENT. The purpose of this AGREEMENT is to
13 provide a secure off-site location for DISTRICT to store its servers,
14 storage and back-up appliances for its data application systems.
15 SUPERINTENDENT'S Data Center facilities are located at 200 Kalmus
16 Drive, Costa Mesa, California 92628-9050 will serve as DISTRICT'S
17 Data Center.

18 2.0 TERM. The term of this AGREEMENT shall be for one (1) year
19 commencing July 1, 2015 and ending on June 30, 2016. This AGREEMENT
20 shall automatically be renewed annually, unless DISTRICT gives
21 written notice to SUPERINTENDENT six (6) months prior to the end of
22 each one (1) year renewal period. In no event shall this AGREEMENT
23 exceed a five (5) year period, and shall terminate by its own terms
24 on June 30, 2020.

25 3.0 NETWORK SECURITY. DISTRICT will be on a virtual network
specific for school districts participating in Data Center site
services. DISTRICT will be responsible for server security for

1 hardware located in SUPERINTENDENT's Data Center facility.

2 4.0 USE. SUPERINTENDENT grants DISTRICT a non-exclusive, non-
3 assignable limited license to store its' servers, storage and back-up
4 applications for its data application systems in SUPERINTENDENT'S
5 Data Center solely for the purposes of serving as a Data Center site.
6 DISTRICT will have the right to use SUPERINTENDENT'S Data Center
7 facilities as long as the Data Center is maintained and supported by
8 the SUPERINTENDENT.

9 5.0 SERVICES.

10 A. SUPERINTENDENT will use industry standard efforts to
11 maintain SUPERINTENDENT'S facilities and equipment required to
12 deliver data co-location site services to DISTRICT. SUPERINTENDENT'S
13 services shall include the following:

- 14 1. All utilities necessary to operate an appropriate
15 system environment including air conditioning, power
16 distribution, uninterrupted power supply, redundant
17 generated power supply.
- 18 2. An access control system (Software House) to access
19 building during off hours for SUPERINTENENT'S staff.
- 20 3. An access control system (Hirsch) with scramble pads
21 to access SUPERINTENDENT's Data Center during off
22 hours for SUPERINTENDENT's IT staff.
- 23 4. An access control system (Hirsch) with biometric
24 device to access Data Center 7/24 for
25 SUPERINTENDENT's IT staff. Cameras and video
recorder are located in the Data Center.
5. Dual (redundant) electrical circuits in Data Center.

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6. Each electrical circuit has its own 150 KVA Mitsubishi UPS currently running at 18% capacity.
7. Each UPS feeds a PDU that has 82 circuits.
8. Each PDU provides two (2) electrical circuits to each rack so that both the top and bottom portion of a rack has dual electrical power strips.
9. A Detroit diesel generator rated at 985 horse power/600kW with a 3,000 gallon fuel tank that should sustain power for 3-5 days. (Note: During previous outages, the UPS have kept the servers funning with no disruption of services. Within 8-10 seconds, the generator turns on with power transferring from the UPS to the generator. When power is restored and has run continuously with no additional outages for 30 minutes, the generator turns off and transfers power back to the dedicated power through the UPS.)
10. Redundant air conditioning units so that the system can provide adequate cooling in the event of a unit failure. Staff is notified of heat increase in the Data Center.
11. Inergen gas fire suppression system with a full discharge reducing the oxygen level from 24% to 14% which will not sustain a fire.
12. Pre-active sprinkler system so that there is no water in the system until it is needed.

B. DISTRICT shall be solely responsible for all of DISTRICT's data and maintenance and upkeep of its servers, storage

1 and back-up appliances for its data application system equipment.
2 SUPERINTENDENT may, upon mutual agreement of the parties, provide
3 other services which include but are not limited to troubleshooting
4 network problems that may arise. The DISTRICT shall pay
5 SUPERINTENDENT for such additional services at a rate mutually agreed
6 between the parties.

7 C. SUPERINTENDENT shall provide escorted access of
8 authorized DISTRICT personnel to hosted equipment during normal
9 Monday through Friday from 7:00 a.m. - 5:00 p.m., excluding
10 SUPERINTENDENT'S holidays. DISTRICT shall provide SUPERINTENDENT a
11 list of personnel authorized to access SUPERINTENDENT'S Data Center.

12 6.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of One
13 hundred twenty-five dollars (\$125.00) per 2U space per month for the
14 period of July 1, 2015 through June 30, 2016. Payment shall be made
15 upon execution of this AGREEMENT and receipt of an invoice from
16 SUPERINTENDENT. SUPERINTENDENT shall evaluate fees annually, for
17 possible upward or downward adjustments, based on SUPERINTENDENT'S
18 actual costs to support the Data Center. SUPERINTENDENT will provide
19 DISTRICT written notice of the annual fees due for the renewal period
20 ninety (90) days prior to the end of each renewal period.

21 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
22 shall be an independent contractor and shall be wholly responsible
23 for the manner in which the services required by the terms of this
24 AGREEMENT are performed. Nothing herein contained shall be construed
25 as creating the relationship of employer and employee, or principal
and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT
assumes the responsibility for the acts of its employees or agents as

1 they relate to the services to be provided. SUPERINTENDENT, its
2 officers, agents, and employees, shall not be entitled to any rights,
3 and/or privileges of DISTRICT'S employees and shall not be considered
4 in any manner to be DISTRICT'S employees.

5 8.0 HOLD HARMLESS.

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

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

22 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
23 they will not engage in unlawful discrimination because of race,
24 color, religious creed, national origin, ancestry, physical handicap,
25 medical condition, marital status, or sex of such persons.

10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
with all federal, state and local laws, rules and regulations and

1 ordinances that are now or may in the future become applicable to
2 SUPERINTENDENT or DISTRICT's business, equipment and personnel
3 engaged in operations covered by this AGREEMENT or occurring out of
4 the performance of such operations.

5 11.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract
6 or assign the performance of any of the services in this AGREEMENT
7 without prior written approval of the other party.

8 12.0 TOBACCO USE POLICY. In the interest of public health, the
9 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
10 use of any tobacco products are prohibited in buildings and vehicles,
11 and on any property owned, leased or contracted for by the
12 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
13 abide with conditions of this policy could result in the termination
14 of this AGREEMENT.

15 13.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this
16 AGREEMENT with or without cause, upon the giving of thirty (30) days
17 prior written notice to the other party.

18 14.0 NOTICES. All notices or demands to be given under this
19 AGREEMENT by either party to the other shall be in writing and given
20 by: i) Personal service, or ii) U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or, if mailed, on the third (3rd) day after deposit
24 in any U.S. Post Office. The address to which notices or demands may
25 be given by either party may be changed by written notice given in
accordance with the notice provisions of this section. As of the
date of this AGREEMENT the addresses of the parties are as follows:

1 DISTRICT: Fountain Valley School District
2 10055 Slater Avenue
3 Fountain Valley, California 92708
4 Attn: *Parham Sadegh / IT supervisor*

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

9 15.0 SEVERABILITY. If any term, condition or provision of this
10 AGREEMENT is held by a court of competent jurisdiction to be invalid,
11 void or unenforceable, the remaining provisions will nevertheless
12 continue in full force and effect and shall not be affected, impaired
13 or invalidated in any way.

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
15 shall be governed by the laws of the State of California, with venue
16 in Orange County, California.

17 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
18 attached hereto constitute the entire agreement between
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement
20 made shall be ineffective to modify this AGREEMENT in whole or in
21 part unless such agreement is embodied in an Amendment to this
22 AGREEMENT which has been signed by both Parties. This AGREEMENT
23 supersedes all prior negotiations, understandings, representations
24 and agreements.

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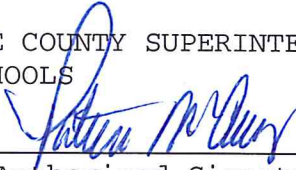
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IN WITNESS WHEREOF, the Parties hereto have caused this
AGREEMENT to be executed.

DISTRICT: FOUNTAIN VALLEY SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: June 12, 2015

FountainValleySD-DataCenterSiteService(41861)
Zip9

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: May 29, 2015
Subject: **Non-Public Agency Contract Addendums**

Board Meeting Date: June 25, 2015

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
873811-2841	Cornerstone Therapies	691.25	March 01, 2015 to June 30, 2015

Approved by the FVSD Board of Trustees
June 25, 2015

Mark Johnson, Ed.D.
Superintendent

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 25th of June, 2015 between the Fountain Valley School District, County of Orange and Cornerstone Therapies for (Local Education Agency) (Nonpublic School or Agency)
873811-2841 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) Orange County.

ORIGINAL CONTRACT - 2014-07-01 to 2015-06-30

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
1. Physical Therapy - Clinic (3x30min/wk)	NPA	60 Minutes	85.00	60.00	5,100.00
2. Physical Therapy - Consultation (4x60min/yr)	NPA	60 Minutes	100.00	4.00	400.00
TOTAL ORIGINAL CONTRACT COST					5,500.00

ADDENDUM CONTRACT - March 01, 2015 to June 30, 2015

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
3. Assessments/Testing/Evaluations (RATE 1) (PT Eval)	NPA	60 Minutes	100.00	5.00	500.00
3. Assessments/Testing/Evaluations (RATE 2) (PT Eval)	NPA	60 Minutes	85.00	2.25	191.25
TOTAL ADDENDUM CONTRACT COST					691.25

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
1. Physical Therapy - Clinic (3x30min/wk)	NPA	60 Minutes	85.00	60.00	5,100.00
2. Physical Therapy - Consultation (4x60min/yr)	NPA	60 Minutes	100.00	4.00	400.00
3. Assessments/Testing/Evaluations (RATE 1) (PT Eval)	NPA	60 Minutes	100.00	5.00	500.00
3. Assessments/Testing/Evaluations (RATE 2) (PT Eval)	NPA	60 Minutes	85.00	2.25	191.25
TOTAL AMENDED CONTRACT COST					6,191.25

This AMENDED Service shall begin on March 01, 2015 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Mark Johnson, Ed.D.
(Type Name of Superintendent) Date

2015/2016

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: June 16, 2015
Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 25, 2015

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
215809-W16011	Cornerstone Therapies	406.40	July 01, 2015 to June 30, 2016
194632-W16012	Cornerstone Therapies	508.00	2015-07-01 to 2016-06-30
449757-W16015	Providence Speech and Hearing Center	4,469.60	2015-07-01 to 2016-06-30
194608-W16016	Speech and Language Pathology Services	9,840.00	2015-07-01 to 2016-06-30
191454-W16017	Behavior Solutions, Inc.	1,000.00	2015-07-01 to 2016-06-30

Approved by the FVSD Board of Trustees
June 25, 2015

Mark Johnson, Ed.D.
Superintendent

2015/2016

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: June 10, 2015
Subject: **Non-Public School Contracts**

Board Meeting Date: June 25, 2015

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
337016-W16013	Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	43,508.58	July 01, 2015 to June 30, 2016
376014-W16010	Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	49,907.78	July 01, 2015 to June 30, 2016
191454-HOLD	Speech & Language Development Center	57,447.39	July 01, 2015 to June 30, 2016

Approved by the FVSD Board of Trustees
June 25, 2015

Mark Johnson, Ed.D.
Superintendent