



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

November 12, 2015

- CALL TO ORDER: 4:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

STUDY SESSION

1. BOOKSTUDY: *THE ADVANTAGE*

Superintendent, Mark Johnson, Ed.D., will lead the Board of Trustees through a third session focused on a study of *The Advantage* by Patrick Lencioni.

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

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

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The board will meet in closed session to discuss the annual performance evaluation of the superintendent.
- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. RECOGNITION OF FOUNTAIN VALLEY SCHOOLS FOUNDATION AND SUCCESS OF 1ST ANNUAL MARC A. ECKER GOLF TOURNAMENT

The Board of Trustees would like to recognize the hard work and dedication of the Fountain Valley Schools Foundation in their support of our students. The Board of Trustees will join staff and the community in celebrating the remarkable success of the First Annual Marc A. Ecker Golf Tournament and the amazing impact the support of our Foundation has on our educational programs.

- RECESS

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

3. TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CSEA, CHAPTER #358 FOR 2015-16 YEAR

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2015-16 school year between FVSD and CSEA, Chapter 358. Public input is welcome.

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. **PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CSEA #358 FOR THE 2015-16 SCHOOL YEAR** M ___

2nd ___
 V ___

Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and CSEA for the 2015-16 year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the updated Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA # 358 for the 2015-16 school year.

- 5. **AGREEMENT BETWEEN CSEA CHAPTER #358 AND FOUNTAIN VALLEY SCHOOL DISTRICT** M ___

2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves this agreement dated September 24, 2015.

- 6. **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

- 6-A. Board Meeting Minutes from October 15th regular meeting
- 6-B. Board Meeting Minutes from October 21st special meeting
- 6-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-D. Donations
- 6-E. Warrants
- 6-F. Purchase Order Listing
- 6-G. Budget Adjustments

Consent Items**6-H. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MIND RESEARCH INSTITUTE TO PROVIDE ST MATH TO THE DISTRICT'S FOUR TK PROGRAMS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and Mind Research Institute to provide ST Math to the District's four TK Programs.

6-I. RESOLUTION 2016-08: AUTHORIZATION FOR TEACHING CREDENTIALS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2016-08: Authorization for Teaching Credentials to approve the teaching assignments listed.

6-J. PERMISSION TO AWARD CONTRACTS FOR PROFESSIONAL SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves permission to contract with Nyberg Architects for design services at Cox and Tamura pursuant to Government Code 53060.

6-K. ANNUAL ORGANIZATIONAL MEETING

Superintendent's Comments: It is recommended that the Board of Trustees selects Thursday, December 10, 2015 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 7pm.

6-L. SMARTBOARD PROFESSIONAL DEVELOPMENT – OKA AND PLAVAN

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with the SchoolsFirst Center for Creativity and Critical Thinking.

6-M. APPROVAL OF 2015-16 MEMORANDUM OF UNDERSTANDING BETWEEN OCDE AND FVSD FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT SYSTEM GENERAL EDUCATION (BTSA)/INDUCTION PROGRAM CONSORTIUM – AGREEMENT #42223

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2015-2016 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Beginning Teachers Support and Assessment, General Education (BTSA)/Induction Program Consortium to continue the implementation of the BTSA program.

6-N. APPROVAL OF 2015-16 MEMORANDUM OF UNDERSTANDING BETWEEN OCDE AND FVSD FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT SYSTEM EDUCATION SPECIALIST (ES) (BTSA)/INDUCTION PROGRAM CONSORTIUM – AGREEMENT #42304

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2015-2016 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Beginning Teachers Support and Assessment, Education Specialist (ES) (BTSA)/Induction Program Consortium to continue the implementation of the BTSA program.

6-O. ROYER STUDIOS ANIMATION PROGRAMS: FULTON

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for November 30, 2015 through December 4, 2015 for Fulton Middle School.

6-P. ROYER STUDIOS ANIMATION PROGRAMS: MASUDA

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for December 14, 2015 through December 18, 2015 for Masuda Middle School.

6-Q. ROYER STUDIOS ANIMATION PROGRAMS: TALBERT

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for November 2, 2015 through November 6, 2015 for Talbert Middle School.

6-R. PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2015 through June 30, 2018 and authorizes the Superintendent or designee to sign all documents.

6-S. PARADIGM HEALTHCARE SERVICES, LLC DATA USE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Paradigm Healthcare Services Data Use Agreement for the term of November 23, 2015 through June 30, 2018 and authorizes the Superintendent or designee to sign all documents.

6-T. PRACTI-CAL DATA USE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Practi-Cal Data Use Agreement for the term of July 1, 2015 through November

22, 2015 and authorizes the Superintendent or designee to sign all documents.

6-U. CISCO/MERAKI VENDOR CHANGE REQUEST

Superintendent’s Comments: It is recommended that the Board of Trustees approves the amended Cisco/Meraki vendor contract and authorizes the Superintendent or designee to sign all documents.

6-V. 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 November 19, 2015.

6-W. NON-PUBLIC AGENCY CONTRACTS

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Del Sol School Inc.	\$440	7/1/15-8/31/15
Dr. Rienzi Haytasingh, Psy. D.	\$3,500	10/6/15-6/30/16

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 annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 10, 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.

Regular 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.

Board meeting of November 12, 2015



SO 2015-16/B16-15
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: BOOK STUDY: *THE ADVANTAGE*
DATE: November 6, 2015

Background:

Superintendent, Mark Johnson, Ed.D., will lead the Board of Trustees through a third session focused on a study of *The Advantage* by Patrick Lencioni.

Board meeting of November 12, 2015



SO 2015-16/B16-14
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF FOUNTAIN VALLEY SCHOOLS
FOUNDATION AND SUCCESS OF 1ST ANNUAL MARC A.
ECKER GOLF TOURNAMENT**
DATE: November 6, 2015

Background:

The Board of Trustees would like to recognize the hard work and dedication of the Fountain Valley Schools Foundation in their support of our students. The Board of Trustees will join staff and the community in celebrating the remarkable success of the First Annual Marc A. Ecker Golf Tournament and the amazing impact the support of our Foundation has on our educational programs.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 (CSEA)

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on November 12, 2015 at 7:00 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the proposed agreement for the 2015-16 year between the District and the California School Employees Association, Chapter 358 (CSEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Mark Johnson, Ed.D., Superintendent

DFS/15-16-114
Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Tentative Agreement between CSEA # 358 and FVSD**
DATE: October 21, 2015

Background:

On October 14, 2015, the California School Employees Association # 358 (CSEA) ratified the "Tentative Agreement" between CSEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between Fountain Valley School District and CSEA.

Fiscal Impact:

Effective July 1, 2015, there will be a two percent (2%) increase to the classified salary schedule, as well as the restructuring of the classified salary schedule from a 252 day work year to a 260 day work year, equivalent to a 2% salary increase to the classified bargaining unit. Finally, the agreement calls for the health and welfare benefit cap to be increased to \$9,000 for full-time employees and \$4,500 for part-time employees. This is equivalent to a (1%) increase for the classified bargaining unit and will be funded out of the 2016 insurance fund balance. The impact of this agreement to the general fund is (4%) or \$411,692. The impact to the insurance fund is (1%) or \$102,923. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective for the period from July 1, 2015 thru June 30, 2016.

Recommendation:

It is recommended that the Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA # 358 for the 2015-16 school year.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fountain Valley Elementary School District - California School Employees

School District - Bargaining Unit: Association, Chapter 358 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2015 and ending: June 30, 2016
(date) (date)

The Governing Board will act upon this agreement on: November 12, 2015
(date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2015/16	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2015/16	Year 2 Increase/(Decrease) FY 2016/17	Year 3 Increase/(Decrease) FY 2017/18
1	Salary Schedule Increase (Decrease)	\$ 9,196,063.00	\$ 341,924	\$ -	\$ -
				0.00%	0.00%
2	Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
3	Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
	Description of other compensation				
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ -	\$ 69,768	\$ -	\$ -
				0.00%	0.00%
5	Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 9,196,063	\$ 411,692.00	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	203.00	203	203	203
8	Total Compensation Average Cost per Employee	\$ 45,301	\$ 2,028		\$ -
			0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

In total the approved increase in classified salaries is 4%. The health and welfare cap was also increased by 1%. The impact of the 4% increase is \$411,692 and the impact of the 1% increase to the health and welfare cap is \$102,923 which will be funded out of the 2016 insurance fund balance.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None.

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The cap under this agreement would change from \$8k per full-time employee and \$4k per Part-time employee to \$9k and \$4,500 respectively. This increase will be funded from the 2016 insurance fund balance.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

In the event the bargaining unit representing certificated teachers receives a compensation increase greater than four percent (4%) for 2015-16, FVSD and CSEA #358 will reconvene to discuss 2015-16 compensation.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement does not create "deficit financing". Increase salaries are financed through increased LCFF funding.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

G. Source of Funding for Proposed Agreement

1. Current Year

Additional revenues gained under the Local Control Funding Formula.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

On going costs will be funded by on going LCFF revenues.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 43,458,962	\$ -	\$ -	\$ 43,458,962
Remaining Revenues (8100-8799)	\$ 1,690,487	\$ -	\$ -	\$ 1,690,487
TOTAL REVENUES	\$ 45,149,449	\$ -	\$ -	\$ 45,149,449
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 20,209,837	\$ -	\$ -	\$ 20,209,837
Classified Salaries (2000-2999)	\$ 5,772,256	\$ 182,834	\$ -	\$ 5,955,090
Employee Benefits (3000-3999)	\$ 7,052,316	\$ 37,549	\$ -	\$ 7,089,865
Books and Supplies (4000-4999)	\$ 952,703	\$ -	\$ -	\$ 952,703
Services, Other Operating Expenses (5000-5999)	\$ 1,644,782	\$ -	\$ -	\$ 1,644,782
Capital Outlay (6000-6599)	\$ 50,000	\$ -	\$ -	\$ 50,000
Other Outgo (7100-7299) (7400-7499)	\$ 155,956	\$ -	\$ -	\$ 155,956
Direct Support/Indirect Cost (7300-7399)	\$ (114,172)	\$ -	\$ -	\$ (114,172)
Other Adjustments				
TOTAL EXPENDITURES	\$ 35,723,678	\$ 220,383	\$ -	\$ 35,944,061
OPERATING SURPLUS (DEFICIT)	\$ 9,425,771	\$ (220,383)		\$ 9,205,388
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -		\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 719,597	\$ -	\$ -	\$ 719,597
CONTRIBUTIONS (8980-8999)	\$ (6,873,788)	\$ -	\$ -	\$ (6,873,788)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,832,386	\$ (220,383)	\$ -	\$ 1,612,003
BEGINNING BALANCE	\$ 4,316,800			\$ 4,316,800
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,149,186	\$ (220,383)		\$ 5,928,803
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000		\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ 0	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 229,774		\$ -	\$ 229,774
Reserve for Economic Uncertainties (9789)	\$ 1,487,501	\$ 12,351	\$ -	\$ 1,499,852
Unassigned/Unappropriated (9790)	\$ 4,296,911	\$ (220,383)	\$ -	\$ 4,076,528

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 6,489,720	\$ -	\$ -	\$ 6,489,720
TOTAL REVENUES	\$ 6,489,720	\$ -	\$ -	\$ 6,489,720
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,697,690	\$ -	\$ -	\$ 4,697,690
Classified Salaries (2000-2999)	\$ 3,298,759	\$ 159,090	\$ -	\$ 3,457,849
Employee Benefits (3000-3999)	\$ 2,059,222	\$ 32,219	\$ -	\$ 2,091,441
Books and Supplies (4000-4999)	\$ 399,119	\$ -	\$ -	\$ 399,119
Services, Other Operating Expenses (5000-5999)	\$ 2,295,148	\$ -	\$ -	\$ 2,295,148
Capital Outlay (6000-6599)	\$ 71,000	\$ -	\$ -	\$ 71,000
Other Outgo (7100-7299) (7400-7499)	\$ 302,000	\$ -	\$ -	\$ 302,000
Direct Support/Indirect Cost (7300-7399)	\$ 17,149	\$ -	\$ -	\$ 17,149
Other Adjustments				
TOTAL EXPENDITURES	\$ 13,140,087	\$ 191,309	\$ -	\$ 13,331,396
OPERATING SURPLUS (DEFICIT)	\$ (6,650,367)	\$ (191,309)	\$ -	\$ (6,841,676)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,873,788	\$ -	\$ -	\$ 6,873,788
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 223,421	\$ (191,309)	\$ -	\$ 32,112
BEGINNING BALANCE	\$ 1,603,936			\$ 1,603,936
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 1,827,357	\$ (191,309)	\$ -	\$ 1,636,048
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 1,827,357		\$ -	\$ 1,636,048
Stabilization Arrangements (9750)	\$ -		\$ -	\$ -
Other Commitments (9760)	\$ -		\$ -	\$ -
Other Assignments (9780)	\$ -		\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -		\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -		\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 43,458,962	\$ -	\$ -	\$ 43,458,962
Remaining Revenues (8100-8799)	\$ 8,180,207	\$ -	\$ -	\$ 8,180,207
TOTAL REVENUES	\$ 51,639,169	\$ -	\$ -	\$ 51,639,169
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 24,907,527	\$ -	\$ -	\$ 24,907,527
Classified Salaries (2000-2999)	\$ 9,071,015	\$ 341,924	\$ -	\$ 9,412,939
Employee Benefits (3000-3999)	\$ 9,111,538	\$ 69,768	\$ -	\$ 9,181,306
Books and Supplies (4000-4999)	\$ 1,351,822	\$ -	\$ -	\$ 1,351,822
Services, Other Operating Expenses (5000-5999)	\$ 3,939,930	\$ -	\$ -	\$ 3,939,930
Capital Outlay (6000-6599)	\$ 121,000	\$ -	\$ -	\$ 121,000
Other Outgo (7100-7299) (7400-7499)	\$ 457,956	\$ -	\$ -	\$ 457,956
Direct Support/Indirect Cost (7300-7399)	\$ (97,023)	\$ -	\$ -	\$ (97,023)
Other Adjustments				
TOTAL EXPENDITURES	\$ 48,863,765	\$ 411,692	\$ -	\$ 49,275,457
OPERATING SURPLUS (DEFICIT)	\$ 2,775,404	\$ (411,692)	\$ -	\$ 2,363,712
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -		\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 719,597	\$ -	\$ -	\$ 719,597
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,055,807	\$ (411,692)	\$ -	\$ 1,644,115
BEGINNING BALANCE	\$ 5,920,736			\$ 5,920,736
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 7,976,543	\$ (411,692)		\$ 7,564,851
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 1,827,357	\$ (191,309)	\$ -	\$ 1,636,048
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 229,774	\$ -	\$ -	\$ 229,774
Reserve for Economic Uncertainties (9789)	\$ 1,487,501	\$ 12,351	\$ -	\$ 1,499,852
Unassigned/Unappropriated (9790)	\$ 4,296,911	\$ (220,383)	\$ -	\$ 4,076,528

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	2015-16	2016-17	2017-18
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 43,458,962	\$ 44,379,547	\$ 45,767,938
Remaining Revenues (8100-8799)	\$ 8,180,207	\$ 8,613,726	\$ 8,658,403
TOTAL REVENUES	\$ 51,639,169	\$ 52,993,273	\$ 54,426,341
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 24,907,527	\$ 25,256,233	\$ 25,609,820
Classified Salaries (2000-2999)	\$ 9,412,939	\$ 9,544,720	\$ 9,678,346
Employee Benefits (3000-3999)	\$ 9,181,306	\$ 9,867,738	\$ 10,708,292
Books and Supplies (4000-4999)	\$ 1,351,822	\$ 2,142,713	\$ 1,430,244
Services, Other Operating Expenses (5000-5999)	\$ 3,939,930	\$ 4,646,974	\$ 4,924,351
Capital Outlay (6000-6999)	\$ 121,000	\$ 217,302	\$ 217,302
Other Outgo (7100-7299) (7400-7499)	\$ 457,956	\$ 431,017	\$ 452,567
Direct Support/Indirect Cost (7300-7399)	\$ (97,023)	\$ (123,871)	\$ (123,871)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 49,275,457	\$ 51,982,826	\$ 52,897,051
OPERATING SURPLUS (DEFICIT)	\$ 2,363,712	\$ 1,010,447	\$ 1,529,290
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 719,597	\$ 741,185	\$ 763,421
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,055,807	\$ 1,010,447	\$ 1,529,290
BEGINNING BALANCE	\$ 5,920,736	\$ 7,564,851	\$ 8,575,298
CURRENT-YEAR ENDING BALANCE	\$ 7,564,851	\$ 8,575,298	\$ 10,104,588
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 1,636,048	\$ 737,231	\$ 216,874
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 229,774	\$ 210,000	\$ 203,532
Reserve for Economic Uncertainties (9789)	\$ 1,499,852	\$ 1,581,720	\$ 1,609,814
Unassigned/Unappropriated (9790)	\$ 4,076,528	\$ 5,911,347	\$ 7,939,367

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2015-16	2016-17	2017-18
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 49,995,054	\$ 52,724,011	\$ 53,660,472
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,499,852	\$ 1,581,720	\$ 1,609,814

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,499,852	\$ 1,581,720	\$ 1,609,814
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 4,076,528	\$ 5,911,347	\$ 7,939,367
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 5,576,380	\$ 7,493,067	\$ 9,549,182
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

None.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

11/12/2015

Date

President or Clerk of Governing Board
(Signature)

11/12/2015

Date

Christine Fullerton

Contact Person

714-843-3200

Phone

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION

MEMORANDUM

To: Dr. Mark Johnson, Superintendent
From: Cathie Abdel, Assistant Superintendent, Personnel
Re: Agreement between CSEA Chapter #358 and FVSD
Date: October 23, 2015

BACKGROUND

On September 24, 2015, FVSD and CSEA Chapter #358 reached a tentative agreement for 2015-2016. The agreement was ratified by the members of CSEA Chapter #358 on October 24, 2015. The agreement includes a 2% increase to the classified salary schedule effective July 1, 2015, as well as the restructuring of the classified salary schedule from a 252 day work year to a 260 day work year, equivalent to a 2% salary increase to the classified bargaining unit. In addition, the agreement includes a \$1000 increase to the health and welfare cap for full time employees and a \$500 increase for part-time employees (from \$8000 to \$9000, and \$4000 to \$4500) effective January 1, 2016. Lastly, the agreement includes language changes in the following areas:

- Security Uniforms
- Leave Policies
- Work Day/Week
- Vacations
- Holidays
- Early Retirement

Please see attached Tentative Agreement for the agreed upon changes.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement between the FVSD and CSEA Chapter #358 dated September 24, 2015.

Tentative Agreement Between
Fountain Valley School District and
California School Employees Association and its Chapter #358
July 1, 2015– June 30, 2016
September 24, 2015

The Fountain Valley School District and the California School Employees Association and its Chapter #358 have reached an agreement on all matters of bargaining for the 2015-16 contract year. The specific details of this tentative agreement are as follows:

- 1) A two percent (2%) increase will be applied to the classified salary schedule effective July 1, 2015.
- 2) The District will change the number of days used per year from 252 days to 260 days to develop the 2015-2016 classified salary schedule effective July 1, 2015.
- 3) The District will use the 2015-2016 hourly rates to recalculate the monthly salaries on the classified salary schedule to reflect the increase in the total number of days per year from 252 days to 260 days. The cost of this adjustment is equivalent to a 2% adjustment to the classified salary schedule.
- 4) The District will establish a new protocol for determining hourly paid and monthly paid employees.
 - a) Employees working 40 hours a week will be paid monthly.
 - b) Employees working less than 40 hours a week will be paid hourly.
- 5) The health/welfare benefit cap will be increased to \$9000 for full time employees and to \$4500 for part-time employees. The cost of the increase is equivalent to 1% to the classified bargaining unit and will be funded by the balance in the Insurance Fund for the 2016 calendar year.
- 6) The District will continue to implement step increases for the 2015-16 school year, which is an annual cost equivalent to a 1% increase to the classified bargaining unit.
- 7) In the event the bargaining unit representing certificated teachers receive a compensation increase greater than four percent (4%) for 2015-16, FVSD and CSEA Chapter #358 will reconvene to discuss 2015-2016 compensation.

- 8) The following contract language additions/changes:

8.1 Health and Welfare Benefits

8.1.3 Insurance

- 8.1.3.1 The District shall place in a restricted health insurance fund the amount of ~~\$8000~~ **\$9000**, or the pro-rated amount thereof, for each employee who qualifies for health benefits. Any money in the restricted District Insurance Fund unexpended at the conclusion of the fiscal year shall be carried over into the next fiscal year as additional income to the restricted Insurance Fund for the sole purpose of insurance expense.
- 8.1.3.3 The District shall provide all eligible employees and their dependents the choice of health benefit plans and life insurance in effect each January 1, including any increased benefits as may be dictated by law. Full-time employees working thirty (30) hours or more per week are eligible for a District's contribution of ~~\$8000~~ **\$9000**, or the full amount of the District's cap, for health benefit plans and life insurance. Permanent part-time employees working a minimum of twenty (20) hours but less than thirty (30) hours per week are eligible for the District's contribution of ~~\$4000~~ **\$4500**, or one-half of the amount of the District's cap, for health benefits (medical, dental, and vision). All part-time employees working less than 30 hours per week are eligible for a life insurance benefit of \$5000 effective January 1, 2013.

8.1.6 Security Uniforms

8.1.6.4 Employees will adhere to known uniform cleaning procedures ~~provided by an outside vendor at district expense~~ **and will be responsible for keeping the uniforms clean, neat and free of holes and tears.**

8.1.6.6 Upon leaving the employ of the Fountain Valley school District, security uniforms, as district property must be turned in and accounted for prior to issue of the final paycheck. **Employees may exchange uniforms that become damaged during the course of their normal work assignment at no cost to the employee.**

8.2 Leave Policies

8.2.1.4 **Bargaining Unit Members will be eligible for paid and unpaid leaves as provided for in state and federal law.**

8.2.2.17 **Bargaining unit members shall not be entitled to additional sick leave under the provisions of Labor Code sections 245-249; however they may use up to three days per year for the following reasons:**

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. The term 'family member', for purposes of this section 8.2.2.17 only, shall mean a biological, adopted, or foster child, step-child, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status. Family member shall also mean a biological, adoptive, or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. Family members shall also include a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

(2) For an employee who is a victim of domestic violence, sexual assault, or stalking (Labor Code section 230(c) and 230.1(a))."

10.3 Work Day/Week

10.3.1.3 **With the agreement of the District and the employee, a normal full- time assignment may consist of either: (a) four nine hour days and one four hour day for forty hours per week, not including the lunch period, (b) ten hours per day and forty hours per week, not including the lunch period, or (b) nine hours per day, eighty hours per two-week work schedule, consisting of eight, nine-hour days, and one, eight-hour day, not including the lunch period.**

10.10.4 Vacations

10.10.8.1 Ten month employees shall receive their vacation during **Thanksgiving**, winter and spring recess periods unless otherwise mutually agreed upon.

10.11.1 Holidays

10.11.2.2 Admission Day In-Lieu Day Floating Holiday– For employees who would not be eligible for the Admission Day Holiday when his holiday if it is designated for a day other than September 9th and occurs observed, before their return to employment. S , such employees shall be entitled to select a floating holiday an in-lieu day for Admission Day in accordance with Section 10.A “paid status.”

Article 12: Early Retirement

12.1.2 Have 10 years of active Fountain Valley School District service wherein the employee was three years immediately preceding retirement the employee was in full-time status and eligible to receive the District’s health benefits.

12.2.2 A maximum employer contribution amount of \$8000-\$9000 effective October 1, 2008, shall be provided annually toward the retiree’s purchase of these benefits.

5) Article XVIII: Term of the Agreement

This agreement shall remain in full force and effective beginning **July 1, 2014** and ending **June 30, 2017** and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing by March 1, of its request to modify, amend or terminate this agreement.

Executed this 24th day of September, 2015.



Sam Koser , President CSEA #358



Cathie Abdel, Assistant Superintendent, Personnel



Amy Gonzales, CSEA LRR

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 15, 2015

MINUTES

President Collins called the regular meeting of the Board of Trustees to order at 4:30pm.

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: Mr. Cunneen moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

In spring of 2015, the District created a Facilities Committee whose purpose is to comprehensively examine the facilities needs of the Fountain Valley School District, to ensure our students and employees have the resources required to meet our future needs and goals. The presentation this evening updated the Board of Trustees on the progress of the committee. Mrs. Fullerton reviewed the objective and purpose of the Facilities Committee, as discussed at the first committee meeting. She then reviewed the visits of the committee including Johnson Middle School in Westminster, Orchard Hills School in Irvine, and Tamura School and Masuda Middle School in Fountain Valley. She noted the committee's observations from these visits. In addition, she reviewed a history of events leading up to the Facilities Committee including the Needs Assessment and Master Plan of 1997, modernization during 1997 and 1998 based on this plan, and modernization from 2003-2006 still based on the 1997 Master Plan. She reviewed some excerpts from the 1997 Facility Master Plan. Moreover, she reviewed where the district is currently, noting our existing facility and maintenance needs including: roofs; asphalt and concrete repair; indoor air quality;

BOARD WORKSHOP
REGARDING THE
PROGRESS OF THE
DISTRICT FACILITIES
COMMITTEE

play equipment and surface; exterior paint; modular replacement at Masuda and Fulton; safety upgrades including upgrading alarms and classroom security, phones, speakers, clocks and bells; window replacement including replacement of 1170 louvered windows and replacing fixed glass and mirror wall panels; parking lot expansions; fields and baseball diamonds and possible use of reclaimed water; plumbing, sewer, and gas upgrades including underground replacement; and classroom environment needs including air quality and climate, storage, flooring (approximately 650,000 square feet); furniture updates for flexibility; instructional technology; and dedicated spaces for science (STEM). She reviewed the community survey of 2014, noting top tier priorities which fall into three areas: modernization/repair of facilities, updating instructional technology in our classrooms, upgrading of science labs, libraries, computer systems to keep pace with technology and demands of STEM. In addition, members of the Facilities Committee addressed the Board to share their experience on the committee. Parent Joy Moyers, FVEA President/Cox Kindergarten teacher Jill Richards and CSEA President/Maintenance Worker III Sam Koser addressed the Board. Mrs. Fullerton thanked these members and all representatives on the committee for their thoughtful time and participation. In addition, she reviewed Board Policy 1170 Facilities Master Plan, which directs the Superintendent to develop and maintain a master plan for district facilities. She reviewed the thoughts of the group regarding the development of a Master Plan, including that one mistake will pay for the plan; the plan allows for reduction of work redundancy, and it allows the District to leverage possible State facilities funds. Mrs. Fullerton reviewed the steps in developing a Master Plan including: hiring an architect, visiting sites, conducting focus groups, incorporating currently identified needs, establishing a scope of work, estimating costs, setting priorities, and establishing a timeline for implementation. She concluded with the recommendation of the Facilities Committee that a Master Plan be developed. The Board discussed and reached consensus and gave direction to staff to return to the Facilities Committee to create and vet a selection process, considering both the RFP and interview process, for selecting an architect to develop a Master Plan.

Assistant Superintendent, Instruction, Steve McLaughlin, and Director, Assessment and Accountability, Julianne Hoefler presented the 2015 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District to the Board of Trustees.

CALIFORNIA
ASSESSMENT OF
STUDENT
PERFORMANCE AND
PROGRESS (CAASPP)

WORKSHOP

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.
- Property Negotiations: *Government Code 54956.8*
Real property negotiator Chris Fullerton will speak to the Board about negotiations concerning the property at 265 S. Anita Drive in Orange, CA.

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

PLEDGE OF ALLEGIANCE

Dr. McLaughlin led the Pledge of Allegiance.

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen’s activities since the last meeting included: monthly meetings with Dr. Johnson, review of weekly reports, first day of school morning drop-offs at Cox and Masuda, Mayor’s Breakfast, Back to School Nights at Cox and Masuda, meeting of the Facilities Committee, FVSF Marc Ecker Golf Tournament dinner and awards ceremony, OCSBA/ACSA joint dinner meeting, Fountain Valley Rotary Most Improved Student recognition, and a tour of Oka.

Mrs. Schultz’ activities since the last meeting included: professional development day with K-3 focused on Academic Vocabulary, the Kelly Osborn Memorial Fundraiser, Back to

School Nights at Newland and Talbert, FVSF Marc Ecker Golf Tournament, FVSF Ball Drop, CGI launch and professional development, and tours of Newland, Oka and Talbert.

Mr. Collins’ activities since the last meeting included: attending to family issues in Morro Bay as well as care for two grandchildren with pneumonia, SPC meeting, Back to School Nights at Gisler and Talbert, FVSF Ball Drop, FVSF Marc Ecker Golf Tournament, Assistance League meeting, and the rally at Mimi’s Jewelry.

Mrs. Galindo’s activities since the last meeting included: Back to School Nights at Tamura and Masuda, SPC meeting, support of the FVSF Ball Drop and travel to the Mediterranean.

Mrs. Crandall congratulated everyone for a successful start to the 2015-16 school year. Her activities since the last meeting included: professional development trainings for teachers including sessions focused on Academic Vocabulary day 1, the HM math training, collaboration of music teachers and Academic Vocabulary day 2, and the CGI launch and professional development; Back to School Nights at Courreges, Oka and Fulton; tours of Masuda, Cox, Plavan, Gisler, Newland and Talbert; Boys and Girls Club Twilight meeting; Facilities Committee meeting; PAGE meeting, OCSBA/ACSA joint meeting; FVSF Ball Drop; FVSF Marc Ecker Golf Tournament; Kelly Osborn Memorial Fundraiser; two Mayor’s Breakfasts; presentation of CVA training for incoming Kindergarten parents; early morning check-in at Hyundai 5K Run; and the CSBA Back to School webinar.

PUBLIC HEARINGS

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

PUBLIC COMMENTS

There were four requests to address the Board. Two parents addressed the Board regarding AC in our schools, a member of FVEA addressed the Board regarding bargaining, and a parent addressed the Board regarding class placement at Fulton Middle School.

PUBLIC COMMENTS

LEGISLATIVE SESSION

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

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the September 3rd regular meeting
- Board Meeting Minutes from September 24th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Williams Uniform Complaint Quarterly Report
- Resolution 2016-07: Certification of Provision of Standards-Aligned Instructional Materials
- Reappointment of William Mullin as Board Appointee to the Personnel Commission
- Special Education Settlement Agreement
- Contract for Professional Development Services, Cognitively Guided Instruction (CGI) with Teri Malpass
- Approval to Solicit Request for Proposal to Purchase and Install Wireless Access Points in Every Classroom District-wide
- Non-Public Agency Contracts (Board Members Only)

<u>Non-Public Agency</u>	<u>100% Contract Cost</u>	<u>Effective Dates</u>
Customized Vision Care	\$100	7/1/15-6/30/16
Del Sol School Inc	\$4,950	9/1/15-6/30/16
Del Sol School	\$979	5/1/15-6/30/15
Suzanne M. Smith, Inc.	\$1,500	7/1/15-6/30/16

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Commended our certificated staff, principals and classified staff for a successful start to the year and their continued delivery of instruction at such a high level. He commended the Personnel department for their staffing of our

sites. He commended our TK-2 teachers as 63 of 70 have voluntarily committed to attend evening trainings on CGI. He noted that he is proud of the work that is taking place and the commitment to learning. He also commended Dr. McLaughlin and Dr. Hoefler, noting that all math, ELA leads, and science curriculum teams met on our student free day for collaboration on a very high level. He noted the articulation between grade levels and that it is because of the talents of our staff and phenomenal families and students we have that we can do work beyond measure. In addition, he emphasized our CAASSP results with 69 in ELA and 63 in math, noting that he wants our teachers and staff to know just how much we appreciate their hard work leading to these results. He thanked the Facilities Committee, Mrs. Fullerton and Mr. Hastie for their work, noting that many may think this work is an easy thing to do, similar to what we would do as a homeowner. But, we need to be thoughtful in how we move forward, bringing a plan to the Board to then find an architect. He commended the FVSF Golf Tournament and the work of Dr. Ecker, Mr. Collins, Tom Antal, Steve Brown, Connie Wadsley, and Judy Edwards, noting his hope that this will become a signature event for our Foundation as they are to be commended for their work. He commended as well Mr. Collins for his work on the FVSF Ball Drop. And he wished a fond farewell and thanked Mr. Martin for his work as Director Fiscal Services. He congratulated him on his position as CBO at Centralia, noting they are lucky to have him. These sentiments were echoed by the Board.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 7:52pm.

Second: Mr. Cunneen

Vote: Unanimously approved

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 21, 2015

MINUTES

President Collins called the special meeting of the Board of Trustees to order at 3:15pm.

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

Mr. Hastie led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE
PUBLIC COMMENTS

There were no requests to address the Board.

BOARD WORKSHOPS

In spring of 2015, the District created a Facilities Committee whose purpose is to comprehensively examine the facilities needs of the Fountain Valley School District, to ensure our students and employees have the resources required to meet our future needs and goals. Assistant Superintendent, Business, Christine Fullerton updated the Board of Trustees on the recommendation of the Facilities Committee regarding moving forward to create a District Facilities Master Plan. She reviewed the objective and purpose of the Facilities Committee. She also reviewed the options for selecting an architectural firm to put together a District Facilities Master Plan, as discussed with the Facilities Committee at their meeting on October 20th. These two options include issuing a Request for Proposal (RFP) and issuing

BOARD WORKSHOP
REGARDING DISTRICT
FACILITIES MASTER
PLAN

invitations to submit a proposal under Government Code 53060. She reviewed the process under an RFP and with a Professional Service Agreement under Government Code 53060. She also reviewed the pros and cons of each, noting that an RFP does involve a longer timeline, produces a larger number of potential firms, requires multiple steps prior to the interview w/presentation process, and involves the possibility of missing out on a reputable firm. The cons of a professional service agreement include the possibility of being seen as circumventing the competitive process, the necessity of being clear regarding desired qualifications, and the requirement of qualifications/reference checks up front. The Facilities Committee recommended unanimously to use a professional services agreement under Government Code 53060 based on the ability to prescreen applicants so that everyone interviewed has the capacity to do the work at the high levels expected, and the efficiency and ability provided to meet our internal timeline. The committee did note wanting to ensure that the process has transparency, necessary communications are shared and that the interview panel is representative of District stakeholders. To this end, the committee discussed and reached consensus on the preferred qualifications of the desired firm including extensive experience in K-12 schools, experience preparing numerous facilities plans, numerous jobs completed through construction without major incidents or lawsuits, licensed/insured and capacity to do the work. In addition, it is requested that the firm have an understanding of education and learning spaces, knowledge of the unique needs of a K-8 district, various specialists within the firm, experience working with DSA, the ability to create a vision that is attainable, preparation for the future through flexibility, the ability to relate to our District, soft skills (good communication, presentation, etc.), references/recommendations, an ability to work within the FVSD context and culture, low staff turnover, a project lead that begins the project and sees it to the end, a defined input process and a defined process for sharing out the final product. She also reviewed the scope of the work as discussed by the committee including definition of the final product, expectations regarding the information already compiled, the manner in which work is expected to be done and additional expectations. In addition, she included the discussed proposed timeline noting by 10/23 invitation emails will be sent to firms, by 10/30 responses from firms will be required indicating their intent to participate in the process, on 11/30 or 12/2 interviews will be conducted and on 12/10 a recommendation will be brought to the Board for approval.

In response to Mr. Collins, Mrs. Fullerton explained that there are

25-30 participants on the facilities committee, with about 20 in attendance at yesterday's meeting; the interview panel would consist of about 10.

Mrs. Fullerton explained, in response to Mrs. Crandall's questions, that once a firm is selected and a price agreed upon, the price is firmer than the case in construction where the original estimate is often increased with change orders given unexpected expenses.

Mrs. Crandall noted that other districts' in similar positions have similar timelines, despite it being a tight timeline.

Mrs. Fullerton explained, in response to Mr. Cunneen's question, that invitations to firms will include the scope of work and some details, additional details will be provided once a firm commits to participate.

In responses to Mrs. Schultz' question, Mrs. Fullerton explained that there are 6-7 firms we are currently considering and after checking references, we may have an opportunity to pair this number down.

In response to questions regarding the role the Board will play in the interview process, Dr. Johnson explained that will bring a recommended process and bring this back to the Board in November.

The Board reached consensus to follow Government Code 53060 to use an interview process and professional service agreement to bring an architectural firm for the creation of a District Master Plan back to the Board for approval at the December 10th meeting.

Mr. Collins commended staff for continuing to safeguard the District and for the information compiled and shared this evening. He indicated his interested that staff share information with the public regarding the timeline and process.

Dr. Johnson thanked the Board for getting to this place and giving this direction to staff, given the importance of this work and the need for a plan. He thanked Mrs. Crandall and Mr. Cunneen for their attendance at the Facilities Committee meetings. He noted that it is commendable the attendance from the members of the Facilities Committee. In addition, he commended Mrs. Fullerton as she has done remarkable work on this. He commended Mr. Hastie as well for his assistance in guiding this process. And he noted that Mrs. Galindo did a remarkable job at SPC today explaining the work of the Facilities Committee. He commended our Board for working hard and holding special meetings to lend expediency to the process while still having thoughtfulness as to

the decisions to be made. He emphasized that these are not hasty decisions to be made, including the decision tonight to go forward with an interview process. He thanked the Board for allowing staff to do so efficiently. Mrs. Fullerton noted as well that if any Board member has any information that will assist in the selection process, to please share this with Dr. Johnson.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

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

CLOSED SESSION

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

The public portion of the meeting resumed at 4:10pm.

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 4:11pm.

Second: Mr. Cunneen

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
November 12, 2015**

1.0 FUNCTIONS

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Witkamp, Hong	Special Education	Masuda	Child Care	2016-2017 School Year

2.0 EMPLOYMENT FUNCTIONS

- 2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Nguyen, Oai	District Office	Head Custodian	Family Illness	10/19/2015

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Tomczak, Chris	Oka	Custodian	10/19/2015
2.2.2	Curran, Kristen	Plavan	LVN	10/21/2015
2.2.3	Willson, Kent	ESP	Custodian	10/28/2015
2.2.4	Reyes, Annie	Transportation	Bus Driver	10/28/2015

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Hoang, Anh	Plavan	P/S Instructor	10/28/2015
2.3.2	Martin, Scott	Business	Director, Fiscal Services	10/27/2015

- 2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE MICHAEL MCDUFFEY FOR THE POSITION OF MOWER OPERATOR EFFECTIVE 10-20-2015 AND RESIGNING HIS POSITION AS GROUNDSKEEPER AT MAINTENANCE EFFECTIVE 10-19-2015.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>EMPLOYEE</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1.1	Osejo, John	Clark Security Expo	Anaheim, Ca	Actual & Necessary	10128693905210	10/20-23, 2015

4.0 INDEPENDENT CONTRACTOR AGREEMENT:

- 4.1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF LOMA LINDA UNIVERSITY AGREEMENT FOR EDUCATIONAL PROGRAMS AND SPECIAL TRAINING.

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

November 12, 2015

INSTRUCTION

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	JOHNSON, Janice (Childcare Programs)	Provide observation, training and assistance to preschool teachers through the School Readiness Initiative Grant	Not to exceed \$9,000	120016198-1255	9/1/2015 – 6/23/2015

REASON FOR LATE SUBMITTAL: Information not available in time for approval at previous Board meetings

6.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	OCDE PRESCHOOL GLAD TRAINING	ARJA, Baria BLAKE, Annette PINO, Michelle VANHOOSER, Catherine (Childcare Programs)	Magnolia School District	\$750/each	120086198-5210	10/19/15 - 10/23/15

REASON FOR LATE SUBMITTAL: These are employees hired after the due date for Board items for October

6.2	ACSA MASTER SCHEDULE WORKSHOP	PLOSKI, Matt (Fulton)	Tustin Unified School District	\$385	012722929-5210	1/7/16
6.3	ACSA MASTER SCHEDULE WORKSHOP	KAJDASZ, Jennifer (Masuda)	Tustin Unified School District	\$385	012724949-5210	1/7/16
6.4	ACSA MASTER SCHEDULE WORKSHOP	HOLMAN, Mark (Talbert)	Tustin Unified School District	\$385	012723838-5210	1/7/16

7.0 APPROVAL OF AMENDMENTS

7.1 Please amend Personnel Items, Instruction, dated October 15, 2015, Approval of Additional Duty Request(s), page 2, Item 4.17 as follows:

Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
FLORES, Staci (Ful) (C & I)	BTSA Support Provider for one teacher (Curtis)	\$1,200, less benefits	016019275-1115	2015-2016 school year

Change to:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
GAEBEL, Alyssa (Ful) (C & I)	BTSA Support Provider for two teachers (Cao & Curtis) (will take over for Staci Flores)	\$2,400, less benefits	(same)	11/1/15 – remainder of 2015-2016 school year

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 11/12/2015

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COURREGES			
	HB Assistance League- Kim Abir, Bridget Gersi	\$1,000.00	Links to Learning Award. For purchase of two iPads
	Tom Vo's Taekwondo Academy, Inc.	\$500.00	Instructional Supplies
DIST. OFFICE			
	Vu Trang	\$60.00	District music program-Masuda
	Bilal Lakhani	\$50.00	District music program-Masuda
	Yvonne Tran	\$50.00	District music program-Masuda
COX			
	J & C Books	\$240.00	Recycle used textbooks. To be used for school activities as needed
FULTON			
	Fulton PTA	\$229.12	8th gr.& ASB stipend (Sept)
	Fulton PTA	\$114.56	Cheer coach stipend (Sept)
GISLER			
	Wells Fargo Bank	\$345.00	Community Support Campaign. For instructional supplies
MASUDA			
	Suber Family	Trumpet	New trumpet. Present value: \$400. Prelude TR711 Model by Conn-Selmer
	Masuda PTSO	\$6,800.00	Principal's discretion
NEWLAND			
	J & C Books	\$192.00	Recycle used textbooks. To be used for school activities as needed

OKA			
	HB Assistance League- Vanessa Angeles, Randi Hubbard	\$745.00	Links to Learning Award. Purchase of Imagination Machine
TAMURA			
	Tamura PTO	\$160.70	PTO supplies, paper
	Ms. Cinna Phan	\$50.00	Classroom supplies (Ms. Hunter's class)
	Ms. Cinna Phan	\$50.00	Classroom supplies (Mr. Plummer's class)

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING NOVEMBER 12, 2015**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing
Warrant Numbers: 70712 - 71028
Dates: 10/2/2015 - 10/30/2015

Fund 01	General Fund	411,340.74
Fund 12	Child Development	17,019.58
Fund 13	Cafeteria	62,330.76
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	2,316.63
Fund 68	Worker Comp	143,884.15
Fund 69	Insurance	351,209.13
TOTAL		\$ 988,100.99

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/12/2015

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4124	EBERHARD EQUIPMENT	500.58	500.58	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
J20M4125	CLARK SECURITY PRODUCTS INC.	450.00	450.00	012869390 5210	Maintenance / Travel, Conference, Workshop
J20M4140	REFRIGERATION CONTROL COMPANY	587.15	587.15	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4141	SR PRODUCTS	1,115.00	1,115.00	012869390 4345	Maintenance / Maintenance Supplies
J20M4142	AMERICAN TECHNOLOGIES	865.00	865.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4143	HILLYARD / LOS ANGELES	82.08	82.08	012869390 4345	Maintenance / Maintenance Supplies
J20M4144	REFRIGERATION CONTROL COMPANY	2,533.40	2,533.40	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4145	ARMOR FENCE CONCEPTS	1,870.00	1,870.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4146	HILLYARD / LOS ANGELES	36.01	36.01	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4147	DECKER EQUIPMENT/SCHOOL FIX	300.00	300.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4149	AMERICAN TECHNOLOGIES	1,310.00	1,310.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4150	WEST LITE SUPPLY CO INC	1,425.60	1,425.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4151	EBERHARD EQUIPMENT	231.12	231.12	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
J20M4152	FIBER TECHNOLOGY & DESIGN INC.	300.00	300.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4176	AMERICAN ENVIRONMENTAL SPECIAL	700.00	700.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4177	NORM'S REFRIGERATION & ICE EQU	280.00	280.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4178	TIME AND ALARM SYSTEMS INC.	3,180.00	3,180.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4179	GRAINGER INC.	1,502.82	1,502.82	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20R0590	ORANGE COUNTY DEPARTMENT OF ED	40.00	40.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0591	ASHA	475.00	475.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0592	SUMMIT PROFESSIONAL EDUCATION	199.00	199.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0593	INSTITUTE FOR EDUCATIONAL DEVE	239.00	239.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0594	CAHPERD	220.00	220.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0595	HOUGHTON MIFFLIN HARCOURT	339.87	339.87	012129078 4110	Lottery Instructional Material / Basic Textbooks
J20R0596	HOUGHTON MIFFLIN HARCOURT	198.72	198.72	012129078 4110	Lottery Instructional Material / Basic Textbooks
J20R0597	HOUGHTON MIFFLIN HARCOURT	5,095.82	5,095.82	012129078 4110	Lottery Instructional Material / Basic Textbooks
J20R0598	SURPLUS TWO WAY RADIOS	86.29	86.29	010014089 4347	Donations - Plavan / Repair & Upkeep Equip Supplies
J20R0599	ORANGE COUNTY DEPARTMENT OF ED	614.59	614.59	015999860 5390	Special Ed - Administration / Dues and Membership Non
J20R0602	ORANGE COUNTY DEPARTMENT OF ED	20.00	20.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop
J20R0603	AMAZON.COM LLC	625.90	625.90	012719275 4410	Curriculum/Instruction Office / Fixed Assets \$500-\$5000
J20R0604	ORANGE COUNTY DEPARTMENT OF ED	45.00	45.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop
J20R0605	OFFICE DEPOT	561.01	561.01	012719165 4325	Superintendent / Office Supplies
J20R0606	SCHOOL SPECIALTY	332.49	332.49	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/12/2015

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0607	OCSBA	140.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			105.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
J20R0609	GST	368.81	368.81	010011089 4399	Donations - Tamura / Equipment Under \$500
J20R0610	THERAPY SHOPPE	264.84	264.84	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
J20R0611	PESI INC	219.00	219.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0612	ARIEL SUPPLY INC.	181.71	181.71	012723131 4325	Sch Site Admin - Gisler / Office Supplies
J20R0613	SCHOOL NURSE SUPPLY INC	40.13	40.13	012733131 4327	Health Supplies - Gisler / Health Supplies
J20R0614	BLICK ART MATERIALS	300.00	300.00	010142989 4311	Donations - Fulton / Elective Supplies
J20R0615	AMAZON.COM LLC	33.64	33.64	012109078 4320	Tech/Media Office Operation / Computer Supplies
J20R0616	SAMS CLUB	1,188.00	1,188.00	012719385 4399	Purchasing / Equipment Under \$500
J20R0617	AMAZON.COM LLC	25.05	25.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
J20R0619	STAPLES	50.00	50.00	015643260 4310	Special Ed. - Cox S&L / Instructional Supplies
J20R0620	GST	2,212.88	2,212.88	010019961 4399	Medi-Cal Billing-Instructional / Equipment Under \$500
J20R0622	AMAZON.COM LLC	691.19	691.19	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
J20R0626	GREAT BOOKS FOUNDATION	333.52	333.52	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0627	SCHOOL HEALTH CORPORATION	94.09	94.09	012734747 4327	Health Supplies - Courreges / Health Supplies
J20R0628	SCANTRON CORPORATION	81.23	81.23	012819771 4325	Personnel Commission / Office Supplies
J20R0629	PEARSON CLINICAL ASSESSMENT	980.46	980.46	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
J20R0630	AMAZON.COM LLC	47.72	47.72	012059385 4325	Publications / Office Supplies
J20R0631	APPLE COMPUTER ORDER DEPARTMEN	466.56	466.56	010142989 4399	Donations - Fulton / Equipment Under \$500
J20R0632	SCHOOL SPECIALTY	321.15	321.15	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
J20R0633	ESSENTIAL SKILLS SOFTWARE INC.	770.00	770.00	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
J20R0634	AMAZON.COM LLC	465.00	465.00	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0637	OFFICE DEPOT	323.99	323.99	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
J20R0638	WESTERN PSYCHOLOGICAL	401.76	401.76	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
J20R0639	ORANGE COUNTY DEPARTMENT OF ED	300.00	300.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0640	MALPASS, TERI	8,000.00	8,000.00	011534775 5813	Cotsen Grant -Courreges / Consultant
J20R0641	PEARSON	400.00	400.00	012299963 5826	Medi-Cal Billing-Psychologists /
J20R0642	PEARSON	70.00	70.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
J20R0644	APPLE COMPUTER ORDER DEPARTMEN	1,000.00	1,000.00	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
J20R0645	MAYER-JOHNSON LLC	3,820.00	3,820.00	010019962 5826	Medi-Cal Billing - S&L / Licensing/Software,Maint/Supp
J20R0646	CALIFORNIA DOWEL & TURNINGS	167.30	167.30	010142989 4311	Donations - Fulton / Elective Supplies
J20R0647	TEXTBOOK WAREHOUSE	440.75	440.75	012129078 4110	Lottery Instructional Material / Basic Textbooks
J20R0648	AMAZON.COM LLC	142.93	142.93	010011089 5899	Donations - Tamura / Other Operating Expenses

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/12/2015

FROM 10/07/2015 TO 11/02/2015

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J20R0649	LEARNING A-Z	345.49	345.49	012338055 5826	Title III-LEP-Instructional / Licensing/Software,Maint/Supp
J20R0650	SCHOLASTIC MAGAZINE	4,533.80	4,533.80	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0651	SCHOOL SPECIALTY	190.97	190.97	010013789 4399	Donations - Oka / Equipment Under \$500
J20R0652	APPLE COMPUTER ORDER DEPARTMEN	1,040.64	1,040.64	010014787 4399	Other Donations - Courreges / Equipment Under \$500
J20R0654	AMAZON.COM LLC	287.25	287.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
J20R0655	ORANGE COUNTY DEPARTMENT OF ED	75.60	75.60	012719385 4325	Purchasing / Office Supplies
J20R0656	CHARNSTROM	2,301.51	2,301.51	012719385 4325	Purchasing / Office Supplies
J20R0657	SURPLUS TWO WAY RADIOS	125.00	125.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20R0658	WAXIE	1,738.69	1,738.69	012889390 4410	Custodial / Fixed Assets \$500-\$5000
J20R0659	GUPTA BODLA, SANGEETA	50,000.00	50,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
J20R0661	LEGO BRAND RETAIL INC.	1,439.57	1,439.57	012331055 4310	Title III-LEP-Tamura / Instructional Supplies
J20R0662	LYTLE SCREEN PRINTING INC.	466.56	466.56	012719165 4325	Superintendent / Office Supplies
J20R0663	LEADERSHIP ASSOCIATES	1,250.00	1,250.00	012719165 5813	Superintendent / Consultant
J20R0664	APPLE COMPUTER ORDER DEPARTMEN	565.44	565.44	012334955 4399	Title III-LEP-Masuda / Equipment Under \$500
J20R0665	APPLE COMPUTER ORDER DEPARTMEN	565.44	565.44	012331055 4399	Title III-LEP-Tamura / Equipment Under \$500
J20R0667	ORANGE COUNTY TREASURER	2,143.74	2,143.74	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
J20R0668	ORANGE COUNTY TREASURER	4,678.24	4,678.24	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
J20R0669	ORANGE COUNTY TREASURER	1,748.82	1,748.82	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
J20R0670	ORANGE COUNTY TREASURER	137.60	137.60	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
J20R0671	ORANGE COUNTY TREASURER	461.48	461.48	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
J20R0672	SCHOOL NURSE SUPPLY INC	54.01	54.01	012733232 4327	Health Supplies - Cox / Health Supplies
J20R0673	CERTIFIED TRANSPORTATION BUS C	867.36	867.36	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
J20R0674	PERSONNEL COMMISSIONERS ASSOC	60.00	60.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
J20R0675	GST	368.81	368.81	010013189 4399	Donations - Gisler / Equipment Under \$500
J20R0676	APPLE COMPUTER ORDER DEPARTMEN	74.52	74.52	010013189 4399	Donations - Gisler / Equipment Under \$500
J20R0677	APPLE COMPUTER ORDER DEPARTMEN	282.72	282.72	010013189 4399	Donations - Gisler / Equipment Under \$500
J20R0678	BOOKSOURCE	236.87	236.87	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0679	BOOKSOURCE	313.59	313.59	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0680	BOOKSOURCE	258.55	258.55	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0681	BOOKSOURCE	231.76	231.76	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0682	BOOKSOURCE	185.01	185.01	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0683	BOOKSOURCE	231.76	231.76	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0684	SCHOLASTIC MAGAZINE	196.26	196.26	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0685	JERSEY MIKE'S SUBS	315.00	315.00	011239275 4310	Common Core Implementation-Ins / Instructional Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/12/2015

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0686	HEINEMANN	836.50	836.50	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
J20R0687	AMAZON.COM LLC	77.73	77.73	010142929 4399	Sch Site Instr - Fulton / Equipment Under \$500
J20R0688	APPLE COMPUTER ORDER DEPARTMEN	463.32	463.32	010013289 4399	Donations - Cox / Equipment Under \$500
J20R0689	APPLE COMPUTER ORDER DEPARTMEN	2,250.24	2,250.24	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
J20R0690	APPLE COMPUTER ORDER DEPARTMEN	3,392.64	3,392.64	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
J20R0691	APPLE COMPUTER ORDER DEPARTMEN	1,865.28	1,865.28	012299963 4399	Medi-Cal Billing-Psychologists / Equipment Under \$500
J20R0692	PCRUSH.COM	508.68	508.68	010019961 4399	Medi-Cal Billing-Instructional / Equipment Under \$500
J20R0694	EVALUMETRICS INC	1,000.00	1,000.00	017109275 5813	Testing / Consultant
J20R0695	AMAZON.COM LLC	51.80	51.80	012299963 4320	Medi-Cal Billing-Psychologists / Computer Supplies
J20R0696	APPLE COMPUTER ORDER DEPARTMEN	52.92	52.92	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
J20R0697	HAWTHORNE EDUCATIONAL SERVICES	181.44	181.44	012299963 4310	Medi-Cal Billing-Psychologists / Instructional Supplies
J20R0698	LAKESHORE LEARNING MATERIALS	258.12	258.12	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
J20R0699	ORANGE COUNTY SANITATION DISTR	10,086.26	10,086.26	012869390 5570	Maintenance / Sanitation Fees
J20R0700	AMAZON.COM LLC	209.73	209.73	012731010 4327	Health Supplies - Tamura / Health Supplies
J20R0702	ACSA FOUNDATION FOR	385.00	385.00	012724949 5210	Sch Site Admin - Masuda / Travel, Conference, Workshop
J20R0704	SOUTHWEST SCHOOL AND OFFICE SU	432.00	432.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
J20R0705	SCHOOL NURSE SUPPLY INC	162.00	162.00	012731616 4327	Health Supplies - Newland / Health Supplies
J20R0706	AMAZON.COM LLC	419.45	419.45	012722929 4399	Sch Site Admin - Fulton / Equipment Under \$500
J20R0707	AMAZON.COM LLC	85.96	85.96	010013189 4310	Donations - Gisler / Instructional Supplies
J20R0708	BOOKSOURCE	236.17	236.17	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0709	BOOKSOURCE	185.01	185.01	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0710	BOOKSOURCE	126.93	126.93	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0711	BOOKSOURCE	181.50	181.50	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0712	ACSA FOUNDATION FOR	385.00	385.00	012722929 5210	Sch Site Admin - Fulton / Travel, Conference, Workshop
J20R0713	EAGLE SOFTWARE INC.	1,500.00	1,500.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
J20R0714	BEARCOM	218.29	218.29	010124949 4399	Pacific Life Grant - Masuda / Equipment Under \$500
J20R0715	STAPLES	445.96	445.96	010144989 4310	Donations - Masuda / Instructional Supplies
J20R0716	FLINN SCIENTIFIC	1,652.50	1,652.50	010144989 4310	Donations - Masuda / Instructional Supplies
J20R0717	PAPER DIRECT INC	168.00	168.00	012819771 5828	Personnel Commission / Staff Recognition
J20R0718	ACSA FOUNDATION FOR	385.00	385.00	012723838 5210	Sch Site Admin - Talbert / Travel, Conference, Workshop
J20R0720	ORANGE COUNTY REGISTER	177.39	177.39	012109078 5825	Tech/Media Office Operation / Advertising
J20R0723	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
J20R0724	KOCE-TV FOUNDATION	1,281.00	1,281.00	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
J20R0726	SUMMIT PROFESSIONAL EDUCATION	219.00	219.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2015**

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0727	SCHOOL HEALTH CORPORATION	97.25	97.25	012734747 4327	Health Supplies - Courreges / Health Supplies
J20R0728	SOUTHWEST SCHOOL AND OFFICE SU	210.46	210.46	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
J20R0729	ARIEL SUPPLY INC.	661.40	661.40	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
J20R0730	BOOKSOURCE	202.48	202.48	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R0731	LAMINATOR.COM INC.	503.13	503.13	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
J20R0732	ORANGE COUNTY DEPARTMENT OF ED	100.00	100.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0733	AMAZON.COM LLC	303.94	303.94	012299963 4310	Medi-Cal Billing-Psychologists / Instructional Supplies
J20R0734	MAPLE LEAF CENTER INC.	350.00	350.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0735	AMAZON.COM LLC	120.43	120.43	012109078 4320	Tech/Media Office Operation / Computer Supplies
J20R0736	APPLE COMPUTER ORDER DEPARTMEN	426.60	426.60	012109078 4320	Tech/Media Office Operation / Computer Supplies
J20R0737	PESI INC	199.99	199.99	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0738	LYTLE SCREEN PRINTING INC.	34.56	34.56	012719165 4325	Superintendent / Office Supplies
J20R0739	SUMMIT PROFESSIONAL EDUCATION	199.99	199.99	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R0740	ORANGE COUNTY DEPARTMENT OF ED	1,592.00	1,592.00	012779962 5210	Staff Development Instr / Travel, Conference, Workshop
J20R0744	SCANTRON CORPORATION	92.25	92.25	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R0745	LEVEL 27 MEDIA	37.80	37.80	012109078 4325	Tech/Media Office Operation / Office Supplies
J20R0746	BEST BUY GOV LLC	1,069.19	1,069.19	010142989 4410	Donations - Fulton / Fixed Assets \$500-\$5000
J20R0747	CSM CONSULTING INC	11,300.00	11,300.00	012109076 5813	E-Rate / Consultant
J20S8020	WAXIE	9,418.68	9,418.68	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	185,476.19	185,476.19		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 11/12/2015

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0621	ORANGE COUNTY DEPARTMENT OF ED	3,240.00	3,240.00	120086198 5210	CSPP QRIS Block Grant Instr / Travel, Conference,
J20R0623	AMAZON.COM LLC	476.30	476.30	120016098 4310	Extended School Instructional / Instructional Supplies
J20R0624	BUDGET BLINDS OF TUSTIN	1,509.30	1,509.30	120336098 4325	Extended School Administration / Office Supplies
J20R0625	LAKESHORE LEARNING MATERIALS	324.00	324.00	120016198 4310	State Preschool Instructional / Instructional Supplies
J20R0653	TARGET STORES	209.65	209.65	120016098 4310	Extended School Instructional / Instructional Supplies
J20R0660	PARTY BOUNCE	470.00	470.00	120016098 5610	Extended School Instructional / Outside Services - Rentals
J20R0666	APPLE COMPUTER ORDER DEPARTMEN	3,270.24	3,270.24	120016198 4399	State Preschool Instructional / Equipment Under \$500
J20R0693	LAKESHORE LEARNING MATERIALS	301.64	301.64	120016198 4310	State Preschool Instructional / Instructional Supplies
J20R0701	SURPLUS TWO WAY RADIOS	357.76	357.76	120016098 4399	Extended School Instructional / Equipment Under \$500
J20R0703	APPLE COMPUTER ORDER DEPARTMEN	1,866.24	1,866.24	120016198 4399	State Preschool Instructional / Equipment Under \$500
J20R0721	WHAT A LOT OF PIZZA	81.00	81.00	123206098 4710	Extended School Food Service / Food
J20R0725	PCRUSH.COM	495.45	495.45	120016198 4399	State Preschool Instructional / Equipment Under \$500
Fund 12 Total:		12,601.58	12,601.58		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2015**

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0600	THE FRUITGUYS	2,160.00	2,160.00	133207380 4710	Cafeteria Fund / Food
J20R0601	GREEN FARMS INC. DBA WORLDWIDE	1,080.00	1,080.00	133207380 4710	Cafeteria Fund / Food
J20R0635	REFRIGERATION CONTROL COMPANY	492.11	492.11	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
J20R0636	REFRIGERATION CONTROL COMPANY	202.82	202.82	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
J20R0741	SCSNA	130.00	130.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
J20R0742	CALIFORNIA DEPARTMENT OF EDUCA	109.20	109.20	133207380 4710	Cafeteria Fund / Food
J20R0743	REFRIGERATION CONTROL COMPANY	391.80	391.80	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		4,565.93	4,565.93		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2015**

FROM 10/07/2015 TO 11/02/2015

<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:			202,643.70		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

11/12/2015

FROM 10/07/2015 TO 11/02/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4012	GRAINGER INC.	6,000.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20R0116	GST	86,963.32	+12,401.59	010059390 5645	Common Core Supplemental-Maint / Outside Srvs-Repairs &
			-61,538.32	010114055 4410	Title I - Plavan / Fixed Assets \$500-\$5000
			+19,782.96	010114055 5645	Title I - Plavan / Outside Srvs-Repairs & Mainten
			+22,406.63	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			+5,195.30	012109078 5645	Tech/Media Office Operation / Outside Srvs-Repairs &
J20R0117	GST	66,531.36	+12,228.73	010059390 5645	Common Core Supplemental-Maint / Outside Srvs-Repairs &
			-41,591.04	010113755 4410	Title I - Oka / Fixed Assets \$500-\$5000
			+20,951.73	010113755 5645	Title I - Oka / Outside Srvs-Repairs & Mainten
			-10,111.35	010114055 4410	Title I - Plavan / Fixed Assets \$500-\$5000
			+14,404.26	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			+1,475.81	012109078 5645	Tech/Media Office Operation / Outside Srvs-Repairs &
J20R0253	SAMS CLUB	1,188.00	+648.00	011239275 4325	Common Core Implementation-Ins / Office Supplies
J20R0397	SCHOOL SPECIALTY	1,000.00	+600.00	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
J20R0524	SURPLUS TWO WAY RADIOS	513.74	+75.49	010011089 4347	Donations - Tamura / Repair & Upkeep Equip Supplies
			+173.88	010011089 4399	Donations - Tamura / Equipment Under \$500
J20R0557	SURPLUS TWO WAY RADIOS	318.60	+254.88	010011089 4347	Donations - Tamura / Repair & Upkeep Equip Supplies
J20R0588	DECKER EQUIPMENT/SCHOOL FIX	562.98	+562.98	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
			-524.53	012882929 4340	Custodial Supplies - Fulton / Custodial Supplies
Fund 01 Total:			-1,603.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 11/12/2015

FROM 10/07/2015 TO 11/02/2015

<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:			-1,603.00		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2016 11

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		3,000.00
5800	PROF/CONS SERV & OPER EXPENSE		797.00
8600	LOCAL INCOME		3,797.00
Subfund Total:		0.00	7,594.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 12, 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 School District
Curriculum/Instruction

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Instruction
SUBJECT: ***APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MIND RESEARCH INSTITUTE TO PROVIDE ST MATH TO THE DISTRICT'S FOUR TK PROGRAMS***
DATE: November 6, 2015

Background:

Currently, ST Math is active at eight school sites within the District. Initial funding and set up for the first seven sites was covered by a series of grants received from Hyundai over a number of years. The final site, Tamura, was mainly funded using supplemental monies as outlined in the 2014-2015 LCAP. Ongoing license fees vary by site and are based on the number of student users. Prior to 2014-2015, license fees were paid for by the school sites using either Title 1 funds or donations. Beginning in 2014-2015, approximately \$10,000 of supplemental funding was used to pay one-half of the annual renewal fees at five sites.

Fiscal Impact:

Based on expressed interest by the TK teachers and principals for ST Math, the District will support the initial cost of the program and future costs will continue to be split funded between the sites and the District.

The cost to add ST Math to our four TK schools is \$3,000 per site for up to 1-2 classes of TK. The ongoing renewal is included in the regular renewal for ST Math TK-5 and should not increase the amount. Training for teachers is included in the cost to purchase the program. Training involves 3-4 hours of onsite training along with ongoing support as needed by phone, email and if necessary, site visits.

Recommendation:

It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and Mind Research Institute to provide ST Math to the District's four TK Programs.



ST Math[®]: Transitional Kindergarten Blended Learning Curriculum

ST Math: Transitional Kindergarten offers a complete blended learning curriculum that combines a proven neuroscience-based math software component with step-by-step teacher's manuals and classroom materials. Young students learn foundational math concepts as well as perseverance and problem-solving skills that prepare them for success in elementary math and beyond.

Program Components

Accompanying program components work together to build a deep conceptual understanding of the math concepts introduced through the ST Math software.

ST Math Software

Students develop motivation for math learning by working through language-free animated puzzles, starring JiJi the penguin. The games follow a carefully structured sequence of math content and provide real-time informative feedback.



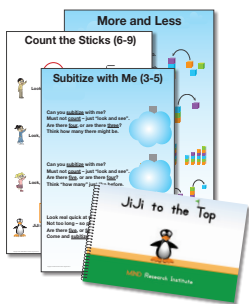
Teacher-Guided Activities

Our easy-to-follow teacher's manuals provide guidance and support for dynamic teaching throughout the school year. The comprehensive suite of activities develops motor, verbal and auditory skills essential for early childhood development.



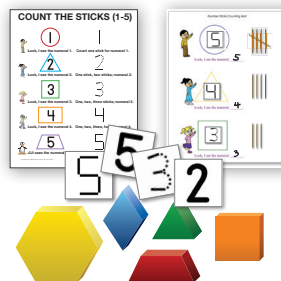
Storybook and Chant Posters

While learning key math concepts, students also practice essential literacy and language skills and receive auditory stimulation by reading stories and singing songs.



Manipulatives and Work Mats

Children explore and investigate using these tangible resources, while teachers introduce math vocabulary.



“Many of my students have never been in front of a computer. But they quickly learn how to successfully complete the games with JiJi the penguin.”

—Cindy Timoti
Transitional Kindergarten Teacher
Ponderosa Elementary

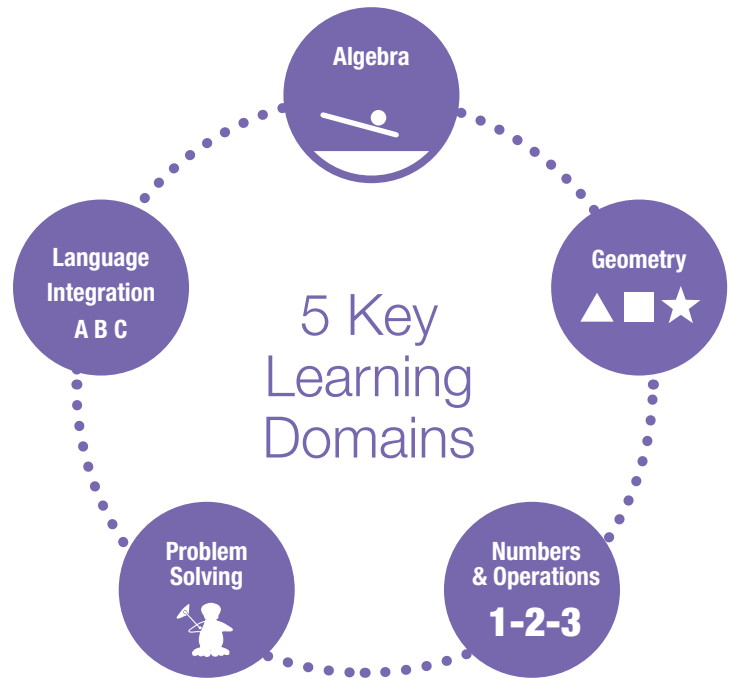
“This program definitely contributes to my TK students’ success and self-esteem in math as they move up in school.”

—Rachel Guerrero
Transitional Kindergarten Teacher
El Portal Elementary



Multimodal Math Education

Because learning is an integrated experience, the ST Math: Transitional Kindergarten curriculum combines multiple modes of learning that work together to reinforce key mathematical concepts. Learning happens through computer games, teacher-guided interaction, language-based activities and hands-on exploration time. A home-school connection brings math to life with the family.



Derived from key learning domains in the California Preschool Learning Foundations and the Common Core Standards for Kindergarten.

What is ST?

The “ST” in ST Math stands for the “spatial-temporal” reasoning ability that lies at the core of innovative thinking and sophisticated problem solving. As young students play games designed to use spatial-temporal reasoning, they strengthen their ability to think in pictures and multiple steps ahead.

ST Math Program Family

The ST Math program family works together to ensure that all students have access to rich content that drives critical thinking and math success. We offer:

- ST Math: K-6
- ST Math: Middle School Supplement
- ST Math: High School Intervention

Technical and Program Requirements



Works on Macs, PCs, and Chromebooks.

ST Math is also available on iPad 2 and newer, and most Android tablets.

A high-speed Internet connection is required. For detailed technical requirements, visit our website.

+ ST Math: TK is available as an add-on with two other grade levels.

Fountain Valley School District

MEMORANDUM

TO : Board of Trustees
FROM : Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT : **RESOLUTION 2016-08: AUTHORIZATION FOR
TEACHING CREDENTIALS 2015-2016 SCHOOL YEAR**
DATE : October 30, 2015

Background:

The Governing Board of a school district by Resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class below grade 9 provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught.

The Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential to be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2016-08 to approve the teaching assignments listed.

FOUNTAIN VALLEY SCHOOL DISTRICT

RESOLUTION NO. 2016-08

EDUCATION CODES 44256(b), 44258.2

Authorization for Teaching Credentials

WHEREAS, Education Code 44256(b) states that the governing board of school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Bosl, Charlene	English/Reading
Brunner, Michael	Science/Math/Pre-Algebra
Flores, Staci	English/History/Social Science
Fouse, Erin	History/Social Science
Gaebel, Alyssa	Physical Education
Hall, Scott	History/Social Science
James, Brooke	English/History/Social Science/Art
Johnson, Jannette	English/History/Social Science
Menendes, Malia	Math, Pre-Algebra/Algebra, Geometry
O'Neal, Dawn	History/Social Science
Patriarca, Renee	English/History/Social Science/Public Speak
Perkins, Larissa	History/Social Science
Phan, Viet	Physical Education
Phillips, Jody	English/History/Social Science
Trimm, Amy	English/Reading
Walton, Lorri	Math/Algebra/Pre-Algebra, Geometry, Spanish
Woo, Linda	Math/Art
Yu, Connie	Science

WHEREAS, Education Code 44258.2 states that the holder of a single subject teaching credential or a standard teaching credential may with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned. This assignment shall be for one year, but may be renewed annually by action of the governing board.

Fockler, Beth	History/Social Science; Math
---------------	------------------------------

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Governing Board of the Fountain Valley School District hereby approves the following teaching assignments per Education Code 44256 (b), and Education Code 44258.2 for the 2015-2016 school year.

PASSED AND ADOPTED By the Governing Board on November 12, 2015 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 12th day of November, 2015.

Clerk of the Governing Board



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Maintenance Supervisor
SUBJECT: **Permission To Award Contracts for Professional Services**
DATE: October 28, 2015

Background:

The Maintenance and Operations Department was given direction by Senior Managers to explore options for installation of portable classrooms and additional parking lots at Tamura and Cox. Due to the expansion and demand for Pre-school services the buildings are needed. Currently, Pre-school occupies space and impacts the above mentioned school sites. The project requires design, DSA review, and the preparation of bid documents by a licensed Architect. Nyberg Architects have worked with the District for over 20 years; their work has consistently been on time and within budget. Staff will come back to the Board at a later time for permission to bid the projects.

Fiscal Impact:

Funding for the Architectural Services would come from Fund 40 and Childcare Program Funds. This expenditure will not impact the funds set aside by the Board for investment. Construction cost estimates will be submitted to the Board at a later date. The fees outlined in the backup documentation represent the amount to complete the entire building process.

Recommendation:

Permission to contract with Nyberg Architects for design services at Cox and Tamura pursuant to Government Code 53060.



October 2, 2015

LICENSES

- Arizona
- California
- Connecticut
- Idaho
- Indiana
- Kentucky
- Missouri
- New Mexico
- New York
- Oregon
- Texas
- Utah
- Wyoming

FOUNTAIN VALLEY SCHOOL DISTRICT
17350 Mt. Herrmann St.
Fountain Valley, California 92708

Attn: JOE HASTIE - Maintenance Supervisor

Re: Two (2) new 24x40 modular classroom buildings and restroom upgrades/
alterations at Cox Elementary School.

Dear Mr. Hastie,

- National
- Council of
- Architectural
- Registration
- Boards

We shall prepare architectural drawings, plumbing drawings, electrical drawings *,
specifications and obtain D.S.A. approval for the proposed new modular buildings and
restroom upgrades/alterations at Cox Elementary School.

Fee for these Architectural and Engineering services for the new modular buildings and
restroom upgrades/alterations is Nineteen Thousand (\$19,000) Dollars, **.

SOCIETIES

- American
- Registered
- Architects

- Urban
- Land
- Institute

- American
- Arbitration
- Association

- California
- Association
- School
- Business
- Officials

Reimbursable costs for this project shall not exceed \$1,900 (10% of fee).

*: Electrical drawings shall show modular hook-up for Power, Fire Alarm,
Intercom/ P.A., T.V. and Clock.

** : ADDITIONAL COST - Work resulting from changes by the District
and/or other discipline which affect portions of the contract documents
after the design is complete shall be charged to the District at \$100.00/hr.

Note: If a new on-site fire hydrant at this site is required, the engineering fee for
construction drawings for this fire hydrant is not part of this proposal.

Your consideration of our company is sincerely appreciated.

Cordially,

NYBERG ARCHITECTS

Kevin Nyberg - Architect C-20403



LICENSES

- Arizona
- California
- Connecticut
- Idaho
- Indiana
- Kentucky
- Missouri
- New Mexico
- New York
- Oregon
- Texas
- Utah
- Wyoming

October 2, 2015

FOUNTAIN VALLEY SCHOOL DISTRICT
17350 Mt. Herrmann St.
Fountain Valley, California 92708

Attn: JOE HASTIE
Maintenance Supervisor

Re: New parking area at Cox Elementary School.

- National
- Council of
- Architectural
- Registration
- Boards

Dear Mr. Hastie,

We shall prepare architectural drawings and specifications for the proposed new parking area (approx. 25 stalls) at Cox Elementary School.

SOCIETIES

- American
- Registered
- Architects

- Urban
- Land
- Institute

Fee for these Architectural services for the new parking area is Four Thousand (\$4,000) Dollars, **.

Reimbursable costs for this project shall not exceed \$400 (10% of fee).

** : ADDITIONAL COST - Work resulting from changes by the District and/or other discipline which affect portions of the contract documents after the design is complete shall be charged to the District at \$100.00/hr.

- American
- Arbitration
- Association

Note: Irrigation/landscaping plans, parking area lighting plans and DSA approval are not part of this proposal.

- California
- Association
- School
- Business
- Officials

Your consideration of our company is sincerely appreciated.

Cordially,

NYBERG ARCHITECTS

Kevin Nyberg - Architect C-20403



October 2, 2015

LICENSES

Arizona
California
Connecticut
Idaho
Indiana
Kentucky
Missouri
New Mexico
New York
Oregon
Texas
Utah
Wyoming

FOUNTAIN VALLEY SCHOOL DISTRICT
17350 Mt. Herrmann St.
Fountain Valley, California 92708

Attn: JOE HASTIE - Maintenance Supervisor

Re: Two (2) new 24x40 modular classroom buildings and restroom upgrades/
alterations at Tamura Elementary School.

Dear Mr. Hastie,

National
Council of
Architectural
Registration
Boards

We shall prepare architectural drawings, plumbing drawings, electrical drawings *,
specifications and obtain D.S.A. approval for the proposed new modular buildings and
restroom upgrades/alterations at Tamura Elementary School.

Fee for these Architectural and Engineering services for the new modular buildings and
restroom upgrades/alterations is Nineteen Thousand (\$19,000) Dollars, **.

SOCIETIES

American
Registered
Architects

Urban
Land
Institute

American
Arbitration
Association

California
Association
School
Business
Officials

Reimbursable costs for this project shall not exceed \$1,900 (10% of fee).

*: Electrical drawings shall show modular hook-up for Power, Fire Alarm,
Intercom/ P.A., T.V. and Clock.

** : ADDITIONAL COST - Work resulting from changes by the District
and/or other discipline which affect portions of the contract documents
after the design is complete shall be charged to the District at \$100.00/hr.

Note: If a new on-site fire hydrant at this site is required, the engineering fee for
construction drawings for this fire hydrant is not part of this proposal.

Your consideration of our company is sincerely appreciated.

Cordially,

NYBERG ARCHITECTS

Kevin Nyberg - Architect C-20403



LICENSES

- Arizona
- California
- Connecticut
- Idaho
- Indiana
- Kentucky
- Missouri
- New Mexico
- New York
- Oregon
- Texas
- Utah
- Wyoming

October 2, 2015

FOUNTAIN VALLEY SCHOOL DISTRICT
17350 Mt. Herrmann St.
Fountain Valley, California 92708

Attn: JOE HASTIE
Maintenance Supervisor

Re: New parking area at Tamura Elementary School.

- National
- Council of
- Architectural
- Registration
- Boards

Dear Mr. Hastie,

We shall prepare architectural drawings and specifications for the proposed new parking area (approx. 25 stalls) at Tamura Elementary School.

SOCIETIES

- American
- Registered
- Architects

- Urban
- Land
- Institute

Fee for these Architectural services for the new parking area is Four Thousand (\$4,000) Dollars, **.

Reimbursable costs for this project shall not exceed \$400 (10% of fee).

** : ADDITIONAL COST - Work resulting from changes by the District and/or other discipline which affect portions of the contract documents after the design is complete shall be charged to the District at \$100.00/hr.

- American
- Arbitration
- Association

Note: Irrigation/landscaping plans, parking area lighting plans and DSA approval are not part of this proposal.

- California
- Association
- School
- Business
- Officials

Your consideration of our company is sincerely appreciated.

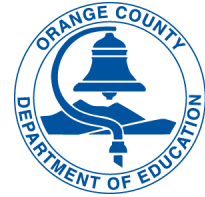
Cordially,

NYBERG ARCHITECTS

Kevin Nyberg - Architect C-20403

Print Form

Submit Form by Email



Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA
92628

October 30, 2015

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2015, this 15-day period runs December 4th through December 18th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by *Wednesday, November 25th* to:

Laurie Weiss, Manager Business Services
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92628
lweiss@ocde.us
Phone: (714) 966-4234

Organizational Meeting Information

District Name:

Fountain Valley School District

Meeting Date:

December 10, 2015

Meeting Time:

7pm

District Contact Information

Name:

Mark Johnson, Ed.D.

Title:

Superintendent

Phone:

714.843.3255

Email:

johnsonm@fvsd.us



Fountain Valley School District
Instruction Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Julianne Hoefler, Director, Assessment and Accountability
SUBJECT: **SMART BOARD PROFESSIONAL DEVELOPMENT - OKA AND PLAVAN**
DATE: November 6, 2015

Background:

As a means to utilize SmartBoards as a tool to improve learning and teaching, professional development will be provided to all transitional kindergarten through fifth grade teachers at Oka and Plavan by the SchoolsFirst Credit Union Center for Creativity and Critical Thinking. The Center which is part of the School of Education at California State University, Fullerton will provide three-days of hands-on intensive training with a low facilitator teacher ratio. This provider and model were used at Cox during their SmartBoard implementation five years ago.

Fiscal Impact:

All expenses associated with the training will be covered with each school's Title I allocation.

Recommendation:

It is recommended that the Board of Trustees approves the contract for professional development services with the SchoolsFirst Center for Creativity and Critical Thinking.

California State University, Fullerton
College of Education



Professional Development Agreement – Oka and Plavan Elementary Schools
Fountain Valley School District
~Increasing the Use of Technology for Teaching and Learning~

The *SchoolsFirst* Center for Creativity and Critical Thinking is pleased to present this agreement for professional development to support your goal of increasing teachers’ knowledge and skills for using SMARTBoard technology to enhance teaching and learning.

The Center uses a proven model of professional development that offers intensive training institutes for teachers and year-long school-site implementation support. This professional development is provided by a team of three CSUF faculty with expertise in the uses of technology for teaching and learning and the development of P21 skills.

The following chart outlines the agreed upon work of Center faculty for the 2015-2016 academic year.

Goals and Objectives	Professional Development Components	Timeline and Venue
<ul style="list-style-type: none"> • Provide intensive training on the use of SMARTboard technology. • Engage teachers in extensive practice with SMARTboard technology. • Support grade-level planning for teaching with SMARTboards to meet grade-level standards and development of P21 skills. • Identify school site teacher experts to promote and sustain use of SMARTboard technology. 	<p>Institute #1: TK-2 & 3-5 (both schools)</p> <p>“SmartBoard Boot Camp Professional development institute for teachers. Conducted by CSUF faculty (full-day).</p> <p>*Break into 2 groups (T-K and 3-5)</p>	<p>Monday, Nov. 16, 2015 - TK – 2 Institute</p> <p>Tuesday, Nov. 17, 2016 - 3-5 Institute</p> <p>Oka Elementary School 9800 Yorktown Avenue Huntington Beach 92646</p>
<ul style="list-style-type: none"> • Support teachers in classroom implementation efforts 	<p>Implementation Support - Individual and grade-level support (approximately 15 hours).</p> <ul style="list-style-type: none"> • Additional training of identified school-site teacher experts and/or teachers as needed. • In class modeling, co-teaching, and/or coaching. • On-going support for curriculum planning. 	<p>November 2015 – January 2016</p> <p>Individual School sites (Oka & Plavan).</p>

<ul style="list-style-type: none"> • Share successes and challenges based on implementation efforts • Provide advanced or remedial professional development. • Support continued grade-level planning • Introduction of new technology to use with SMARTboard 	<p>Institute #2: TK - 5 (both schools)</p> <p>Implementation Follow-Up. Conducted by CSUF faculty (full day).</p> <p>*Break into 2 groups (T-K and 3-5)</p>	<p>Friday, Jan. 29, 2016 - TK-5 Institute</p> <p>Oka Elementary School 9800 Yorktown Avenue Huntington Beach 92646</p>
<ul style="list-style-type: none"> • Support teachers in classroom implementation efforts 	<p>Implementation Support - Individual and grade-level support (approximately 15 hours).</p> <ul style="list-style-type: none"> • Additional training of identified school-site teacher experts and/or teachers as needed. • In class modeling, co-teaching, and/or coaching. • On-going support for curriculum planning. 	<p>February – March 2016</p> <p>Individual School sites (Oka & Plavan).</p>
<ul style="list-style-type: none"> • Share successes and challenges of implementation • Conduct program evaluation and determine future needs 	<p>Institute #3: TK-2 & 3-5 (both schools)</p> <p>Implementation Follow-Up. Conducted by CSUF faculty (full day).</p> <p>*Break into 2 groups (T-K and 3-5)</p>	<p>Monday, Mar. 14, 2016 - TK-2 Institute</p> <p>Tuesday, Mar. 15, 2016 – 3-5 Institute</p> <p>Oka Elementary School 9800 Yorktown Avenue Huntington Beach 92646</p>
<ul style="list-style-type: none"> • Support teachers in classroom implementation efforts 	<p>Implementation Support - Individual and grade-level support (approximately 15 hours).</p> <ul style="list-style-type: none"> • Additional training of identified school-site teacher experts and/or teachers as needed. • In class modeling, co-teaching, and/or coaching. • On-going support for curriculum planning. 	<p>March – May 2016</p> <p>Individual School sites (Oka & Plavan).</p>

Note: See Verification of Insurance attached

Budget:

Components	Cost
Institute Costs - 3 facilitators <ul style="list-style-type: none"> • Administrative, planning, and implementation • 5 hour inst. = 7 hour facilitator time (set up/clean up included – 35 hours total per facilitator (\$83.50 per hour) • 8 hours prep time per institute per facilitator – 40 hours total (\$40.00 per hour) 	Institutes $\$83.50 \text{ per hour} \times 35 \text{ hours} \times 3 = \8767.50 Prep time - $\$40.00 \text{ per hour} \times 40 \text{ hours} \times 3 = \4800.00
On-site implementation support - <ul style="list-style-type: none"> • 45 hours support provided – 15 hours per facilitator • 3 implementation rounds – post institutes 	Implementation $\$50 \text{ per hour} \times 15 \text{ hours} \times 3 = \2250.00
TOTAL	\$15,817.50

Center Contribution:

- Cost of facilitators to attend Needs Assessment Faculty Meetings:
 - Thursday, November 5
 - Plavan 1:15 - 1:45
 - Oka 2:15 – 2:45
- Cost of medical benefits per facilitator
- Mileage costs per facilitator
- Refreshments for each institute
- Teacher incentives (just for fun!)
- Materials as needed if not available on site

Proposed Payment Schedule:

Fees will be invoiced by the CSUF Center of Creativity and Critical Thinking to the Fountain Valley School District after services rendered, for a total of 3 equal payments. Payments will be expected 30 days upon receipt of invoice (Net 30).

Dates of Invoices	Invoice Amount	Expected payment
December 1, 2016	\$5272.50	Net 30: Upon receipt of invoice for services rendered
March 1, 2016	\$5272.50	
May 1, 2016	\$5272.50	

We the undersigned enter into this agreement willingly and with the intention to collaborate on the project as outlined above and adhere to these and any additional decisions left to be determined.

Dr. Teresa Crawford
Director, SchoolsFirst Federal Credit Union
Center for Creativity and Critical Thinking



10/30/2015

Signature/Date

Christine Fullerton
Assistant Superintendent, Business
Fountain Valley School District

Signature/Date





Fountain Valley School District
Curriculum/Instruction

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Instruction
SUBJECT: ***APPROVAL OF 2015-2016 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT SYSTEM GENERAL EDUCATION(BTSA)/INDUCTION PROGRAM CONSORTIUM ~ AGREEMENT NUMBER 42223***
Date: November 2, 2015

Background:

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential.

This Memorandum of Understanding maintains a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction. This agreement sets forth the operating conditions that will govern the BTSA/Induction Program Consortium. The goal of the BTSA/Induction Program Consortium is to provide quality professional development and support to participating school district first-year and second-year teachers and their mentors. Collaboration among consortium members supports the success of teachers entering the profession by increasing their proficiency, building their confidence, and inspiring their lifelong learning through an enriched and collaborative support system. The members of the consortium support the program financially with in-kind contributions reflected through personnel involvement, facility use and other activities as appropriate. The overall purpose of their contributions and financial support is to provide rigorous training programs and other implementation activities. The Orange County Department of Education serves as the Local Educational Agency for the consortium and assumes responsibility for implementation, fiscal monitoring, and evaluation.

The success of the project is fostered through a collaborative Consortium process supported by the BTSA/Induction Program Advisory Committee. This committee consists of a program director from the Orange County Department of Education, a program coordinator from each of the school districts, and a program liaison from the four institutions of higher education.

Fiscal Impact:

Fountain Valley School District will pay Mentor stipends as the work is completed. Upon receipt of the detailed disbursement document, Fountain Valley School District will create an invoice for the total disbursement amount and send it to OCDE. OCDE will approve the disbursement and release the funds to reimburse Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees approves the 2015-2016 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Beginning Teachers Support and Assessment, General Education (BTSA)/Induction Program Consortium to continue the implementation of the BTSA program.

Orange County Department of Education General Education Induction Program

MEMORANDUM OF UNDERSTANDING

2015-2016

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2015, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, hereinafter referred to as “participating school district/school”, and Azusa Pacific University, Chapman University and California State University, Fullerton hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the Orange County Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Fountain Valley School District, GOALS Academy, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Orange County Educational Arts Academy, Orange County School of the Arts, Magnolia Charter School, the Orange County Department of Education’s Alternative, Community & Correctional Education Schools and Services (ACCESS) Program, and participating private schools enrolled through private school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Induction Program Consortium is to provide quality professional development and support to participating schools’ teachers requiring induction to clear their preliminary multiple and/or single subject credentials as well the individuals assigned to provide reflective coaching and mentoring to those teachers.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2015 and end on June 30, 2016.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Program Advisory Council is comprised of a senior level administrator from each participating school district and charter school, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's Induction Program Coordinator. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of the Induction Program;
 - b. Provide operational leadership guidance for the Induction Program; and
 - c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the OCDE Induction Program Coordinator.

2. SUPERINTENDENT agrees to the following:
 - a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Program Coordinator, an administrative assistant and a program data technician to provide direction and support for the OCDE Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for the OCDE Induction Program Coordinator and secretarial support.
 - h. Provide Formative Assessment System (FAS) program materials to each participating school's Mentor assigned to a Participating Teacher, and to all Participating Teachers enrolled in the OCDE Induction Program.
 - i. Provide professional development and support to all Year 1 and Year 2 Participating Teachers enrolled in the OCDE Induction Program.
 - j. Provide reimbursement for three (3) substitute days per Participating Teacher not to exceed the sum of One Hundred dollars (\$100) per substitute day. *Please note: documentation confirming the use of those sub days must be submitted to OCDE no later than March 31st, 2016. In the event that the school district does not wish to seek reimbursement for substitute coverage, said school district must notify, in writing, OCDE no later than November 1st, 2015.*

- k. Provide Formative Assessment System (FAS) training(s) for one (1) Lead Mentor from each school district/collaborative, for Mentors assigned to Participating Teachers, and for those individuals identified by the Program Coordinator as future Induction Program leaders.
- Mentors attending training prior to the beginning of the school year will receive compensation at a rate of \$15 per training hour.
 - Up to eight (8) additional after-school trainings will be planned throughout the 2015-16 program year. Mentors will receive a professional development stipend, in addition to their Mentor stipend, upon completion of the identified trainings. The professional development stipend will be calculated at a rate of \$15 per training hour completed. *Please note: no substitute coverage is needed for this training and, therefore, no additional compensation will be forwarded to the school district/charter school/private school.*
- l. Upon completion of the responsibilities defined in the 2015-16 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand two hundred dollars (\$1,200) per Participating Teacher served. Should a Participating Teacher or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of \$120 per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.*
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of Participating Teachers for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 – 5	Participating Teachers	\$1, 500.00
6 – 10	Participating Teachers	\$2, 000.00
11 – 15	Participating Teachers	\$2, 500.00
16 – 20	Participating Teachers	\$3, 000.00
21 – 25	Participating Teachers	\$3, 500.00
26 – 30	Participating Teachers	\$4, 000.00
31 – 35	Participating Teachers	\$4, 500.00
36 – 40	Participating Teachers	\$5, 000.00
41 – 45	Participating Teachers	\$5, 500.00
46 – 50	Participating Teachers	\$6, 000.00

- n. Provide each participating district/collaborative an Assistant Lead Mentor stipend when the Participating Teacher enrollment exceeds twenty five. The stipend is based on the number of participating teachers for which they have oversight responsibilities as represented in the scale below:

26 – 30	Participating Teachers	\$1, 000.00
31 – 35	Participating Teachers	\$1, 125.00
36 – 40	Participating Teachers	\$1, 250.00
41 – 45	Participating Teachers	\$1, 375.00
46 – 50	Participating Teachers	\$1, 500.00

In the event that an Assistant Lead Mentor is needed due to extenuating circumstances and Participating Teacher enrollment is less than twenty-five (25), the OCDE Induction Advisory Council will approve a \$500 stipend that will be paid to an identified individual to secure that support.

- o. Provide training for participating school Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Formative Assessment System (FAS) used by the OCDE Induction Program, the Institute for Leadership Development's eight (8) identified Candidate Competencies, Induction Standards 5 and 6 and implementation of the Common Core State Standards.
 - p. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments. Interested Returning Mentors are eligible to complete an application that includes a signature of endorsement from the Mentor's Site Administrator. The Program Coordinator will screen the applications to identify the Cadre members. Selected Mentor Assessors will participate in no more than four (4) Cadre sessions during the program year. The OCDE Induction Program will reimburse the participating school for substitute coverage at rate of \$100 per substitute day used by the Assessor. In addition, upon completion of the days of service, each Mentor Assessor will be paid a stipend of \$100 per day for participation in the Assessor Cadre.
 - q. Convene and facilitate the OCDE Induction Program Advisory Council meetings.
 - r. Organize and facilitate OCDE Induction Program evaluations. Establish and maintain accurate records for the OCDE Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS NOT COVERING TUITION COSTS FOR THEIR PARTICIPATING TEACHERS agree to do the following:
- a. Adhere to the decisions made by the OCDE Induction Program Advisory Council regardless of whether said district chooses to be present during Council sessions.
 - b. Support the identification of the Lead Mentor by the Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the formative assessment system (FAS) and complete all required paperwork in a timely manner on behalf of the school district.
 - c. Assist the Program Coordinator in the recruitment and enrollment of perspective Participating Teachers according to state criteria for eligibility.
 - d. Ensure that all newly-enrolled Participating Teachers participate in an initial orientation meeting that follows the OCDE Induction Program orientation protocol.
 - e. Support the participation in appropriate training(s) of all enrolled Participating Teachers employed by said school district.

- f. Assist the Program Coordinator in the recruitment of Mentors according to the established OCDE Induction Program criteria and process.
 - g. Endorse the requirements of the OCDE Induction Program as defined for Participating Teachers and Mentors.
 - h. Ensure that all Mentors attend all professional development required as defined for each mentor track i.e.; New Mentor, Returning Mentor I, or Returning Mentor II
 - i. Upon receipt of the detailed disbursement document, the school district will create an invoice for the total disbursement amount and send it to OCDE no later than April 1st, 2016. OCDE will approve the disbursement and release the funds no later than June 30th, 2016. OCDE reserves the right to make additional adjustments to final disbursement amount based on confirmation of substitute coverage used and fulfillment of defined professional development responsibility. Upon receipt of funds, the school district/school will issue Mentor stipends for the amounts defined in the final disbursement letter that will accompany the funds. This will be done by the school district within fourteen days of receiving said funding.
 - j. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
 - k. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - l. Ensure that all Site Administrators, who supervise an OCDE Induction teacher, participate in the following: Triad Meetings, Annual Site Administrator Update Session, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Program Standards.
 - b. Require the liaison to serve as an advisor to the OCDE Induction Program Advisory Council and attend all OCDE Induction Advisory Council meetings.
 - c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the Induction Program Advisory Council.
 - d. Participate in the development, assessment, and evaluation of the Induction Program.
 - e. Provide information to Consortium participants regarding university program opportunities as appropriate.
 - f. Facilitate appropriate support services as identified by the OCDE Induction Program Advisory Council and Consortium.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
- d. In the event that a Participating Teacher chooses to withdraw from the OCDE Induction Program, that teacher will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

SCHOOL DISTRICT: Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all participating teachers have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:

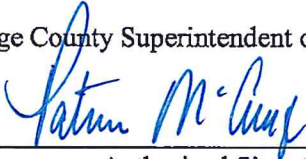
- a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
- b. Distribute documentation regarding the roles and responsibilities of Participating Teachers, Mentors, and School Site Administrators annually.
- c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, FAS and Common Core State Standards.
- d. Collaborate in stakeholder meetings with Participating Teachers and Mentors to make program recommendations and revisions.
- e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Induction Program.

G. TERMS AND CONDITIONS.

- 1. Any and all products developed for the Orange County Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
- 2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

Fountain Valley School District

By: 
 Authorized Signature

By: _____
 Authorized Signature

Printed Name Patricia McCaughey

Printed Name: _____

Title: Coordinator

Title: _____

Date: 10/12/2015

Date: _____



Fountain Valley School District
Curriculum/Instruction

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Instruction
SUBJECT: ***APPROVAL OF 2015-2016 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT SYSTEM EDUCATION SPECIALIST (ES)(BTSA)/INDUCTION PROGRAM CONSORTIUM ~ AGREEMENT NUMBER 42304***
Date: November 2, 2015

Background:

Teachers with Preliminary Teaching Credentials are required to participate in and successfully complete a state approved Induction Program in order to apply for a Professional Clear Teaching Credential.

This Memorandum of Understanding is to establish a formal working relationship between the Orange County Department of Education and participating parties, including the Fountain Valley School District, to provide new teacher induction. This agreement sets forth the operating conditions that will govern the BTSA/Induction Program Consortium. The goal of the BTSA/Induction Program Consortium is to provide quality professional development and support to participating school district first-year and second-year teachers and their mentors. Collaboration among consortium members supports the success of teachers entering the profession by increasing their proficiency, building their confidence, and inspiring their lifelong learning through an enriched and collaborative support system. The members of the consortium support the program financially with in-kind contributions reflected through personnel involvement, facility use and other activities as appropriate. The overall purpose of their contributions and financial support is to provide rigorous training programs and other implementation activities. The Orange County Department of Education serves as the Local Educational Agency for the consortium and assumes responsibility for implementation, fiscal monitoring, and evaluation.

The success of the project is fostered through a collaborative Consortium process supported by the BTSA/Induction Program Advisory Committee. This committee consists of a program director from the Orange County Department of Education, a program coordinator from each of the school districts, and a program liaison from the four institutions of higher education.

Fiscal Impact:

Fountain Valley School District will pay Mentor stipends as the work is completed. Upon receipt of the detailed disbursement document, Fountain Valley School District will create an invoice for the total disbursement amount and send it to OCDE. OCDE will approve the disbursement and release the funds to reimburse Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees approves the 2015-2016 Memorandum of Understanding between the Orange County Department of Education and Fountain Valley School District for the Orange County Department of Education Beginning Teachers Support and Assessment, Education Specialist (ES) (BTSA)/Induction Program Consortium to continue the implementation of the BTSA program.

**Orange County Superintendent of Schools
Institute for Leadership Development**

Orange County Department of Education, Education Specialist (ES) Induction Program

MEMORANDUM OF UNDERSTANDING

2015-2016

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2015, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, hereinafter referred to as "participating school district/school", and Azusa Pacific University, Chapman University and California State University, Fullerton hereinafter referred to as "Participating Institution of High Education (IHE)", to form a Consortium, supporting qualifying teachers through the Orange County Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Induction Program Consortium.

B. GOALS

The goal of the OCDE Induction Program Consortium is to provide quality professional development and support to participating schools' teachers requiring induction to clear their education specialist credentials as well the individuals assigned to provide reflective coaching and mentoring to those teachers.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2015 and end on June 30, 2016.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE ES Induction Program Advisory Council is comprised of a senior level administrator from each participating school district and charter school, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's Induction Program Coordinator. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of the Induction Program;
 - b. Provide operational leadership guidance for the Induction Program; and

- c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the OCDE Induction Program Coordinator.
2. SUPERINTENDENT agrees to the following:
- a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Program Coordinator, an administrative assistant and a program data technician to provide direction and support for the OCDE Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for the OCDE Induction Program Coordinator and secretarial support.
 - h. Provide Formative Assessment System (FAS) program materials to each participating school's Mentor assigned to a Participating Teacher, and to all Participating Teachers enrolled in the OCDE Induction Program.
 - i. Provide professional development and support to all ES Participating Teachers enrolled in the OCDE Induction Program.
 - j. Provide reimbursement for three (3) substitute days per Participating Teacher not to exceed the sum of One Hundred dollars (\$100) per substitute day. *Please note: documentation confirming the use of those sub days must be submitted to OCDE no later than March 31st, 2016. In the event that the school district does not wish to seek reimbursement for substitute coverage, said school district must notify, in writing, OCDE no later than November 1st, 2015.*
 - k. Provide Formative Assessment System (FAS) training(s) for one (1) Lead Mentor from each school district/collaborative, for Mentors assigned to ES Participating Teachers, and for those individuals identified by the Program Coordinator as future Induction Program leaders.
 - Mentors attending training prior to the beginning of the school year will receive compensation at a rate of \$15 per training hour.
 - Up to eight (8) additional after-school trainings will be planned throughout the 2015-16 program year. Mentors will receive a professional development stipend, in addition to their Mentor stipend, upon completion of the identified trainings. The professional development stipend will be calculated at a rate of \$15 per training

hour completed. *Please note: no substitute coverage is needed for this training and, therefore, no additional compensation will be forwarded to the school district/charter school/private school.*

1. Upon completion of the responsibilities defined in the 2015-16 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand two hundred dollars (\$1,200) per Participating Teacher served. Should a Participating Teacher or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of \$120 per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.*
 - m. Provide training for participating school Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Formative Assessment System (FAS) used by the OCDE Induction Program, the Institute for Leadership Development's eight (8) identified Candidate Competencies, Induction Standards 5 and 6 and implementation of the Common Core State Standards.
 - n. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments. Interested Returning Mentors are eligible to complete an application that includes a signature of endorsement from the Mentor's Site Administrator. The Program Coordinator will screen the applications to identify the Cadre members. Selected Mentor Assessors will participate in no more than four (4) Cadre sessions during the program year. The OCDE Induction Program will reimburse the participating school for substitute coverage at rate of \$100 per substitute day used by the Assessor. In addition, upon completion of the days of service, each Mentor Assessor will be paid a stipend of \$100 per day for participation in the Assessor Cadre.
 - o. Convene and facilitate the OCDE Induction Program Advisory Council meetings.
 - p. Organize and facilitate OCDE Induction Program evaluations. Establish and maintain accurate records for the OCDE Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS NOT COVERING TUITION COSTS FOR THEIR PARTICIPATING TEACHERS agree to do the following:
- a. Adhere to the decisions made by the OCDE Induction Program Advisory Council regardless of whether said district chooses to be present during Council sessions.
 - b. Support the identification of a Lead Mentor by the Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the formative assessment system (FAS) and complete all required paperwork in a timely manner on behalf of the school district.
 - c. Assist the Program Coordinator in the recruitment and enrollment of perspective Participating Teachers according to state criteria for eligibility.
 - d. Ensure that all newly-enrolled Participating Teachers participate in an initial orientation meeting that follows the OCDE Induction Program orientation protocol.

- e. Support the participation in appropriate training(s) of all enrolled Participating Teachers employed by said school district.
 - f. Assist the Program Coordinator in the recruitment of Mentors according to the established OCDE Induction Program criteria and process.
 - g. Endorse the requirements of the OCDE Induction Program as defined for Participating Teachers and Mentors.
 - h. Ensure that all Mentors attend all professional development required as defined for each mentor track i.e.; New Mentor, Returning Mentor I, or Returning Mentor II
 - i. Upon receipt of the detailed disbursement document, the school district will create an invoice for the total disbursement amount and send it to OCDE no later than April 1st, 2016. OCDE will approve the disbursement and release the funds no later than June 30th, 2016. OCDE reserves the right to make additional adjustments to final disbursement amount based on confirmation of substitute coverage used and fulfillment of defined professional development responsibility. Upon receipt of funds, the school district/school will issue Mentor stipends for the amounts defined in the final disbursement letter that will accompany the funds. This will be done by the school district within fourteen days of receiving said funding.
 - j. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
 - k. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - l. Ensure that all Site Administrators, who supervise an OCDE ES Induction teacher, participate in the following: Triad Meetings, Annual Site Administrator Update Session, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Program Standards.
 - b. Require the liaison to serve as an advisor to the OCDE Induction Program Advisory Council and attend all OCDE Induction Advisory Council meetings.
 - c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the Induction Program Advisory Council.
 - d. Participate in the development, assessment, and evaluation of the Induction Program.
 - e. Provide information to Consortium participants regarding university program opportunities as appropriate.

- f. Facilitate appropriate support services as identified by the OCDE Induction Program Advisory Council and Consortium.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:
 - a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
 - b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
 - c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
 - d. In the event that a Participating Teacher chooses to withdraw from the OCDE Induction Program, that teacher will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
 - e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

SCHOOL DISTRICT: Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

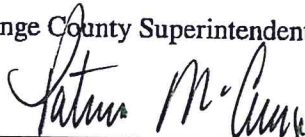
1. In order to ensure that all participating teachers have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of Participating Teachers, Mentors, and School Site Administrators annually.
 - c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, FAS and Common Core State Standards.
 - d. Collaborate in stakeholder meetings with Participating Teachers and Mentors to make program recommendations and revisions.
 - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the Orange County Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

By: _____



Authorized Signature

Printed Name Patricia McCaughey

Title: Coordinator

Date: 10/13/15

Fountain Valley School District

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **ROYER STUDIOS ANIMATION PROGRAMS: FULTON**
DATE: November 6, 2015

Background:

Royer Studios Animation Programs offers students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting Tobacco Use Prevention. A professional animation facilitator implements the curriculum directly to groups/teams in the classroom in which the students write, produce and voice-over one short animated public-service announcement per group/team. The participants' awareness messages will be showcased at the premiere assembly at each middle school. Principals also post these PSAs on the school website. FVSD PSA's can be viewed at http://www.royerstudios.com/AYL/AYL_ListPage.htm.

Fiscal Impact:

As part of a three year OCDE Tobacco Use Prevention Education (TUPE) grant, the Fountain Valley School District received funds to be distributed and used over the course of three years, 2014-2017, to provide anti-tobacco education to students in grades 6-8. This is year two of the grant. As part of the grant, FVSD is required to offer youth development activities from a variety of OCDE-approved vendors. Royer Studios is one of these vendors. The fees associated with contracting with Royer Studios comes directly out of the TUPE grant. Royer Studios is engaging for middle school students and employs the use of technology to create stop-animation videos, that is tied to STEAM opportunities in both science classes and in electives at the middle school level. FVSD has used this vendor previously as part of our TUPE grant. Teachers and students, when surveyed, prefer Royer Studios, due to the engagement and STEAM aspects of the program.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for November 30, 2015 through December 4, 2015 for Fulton Middle School.



Independent Contractor Scope of Work

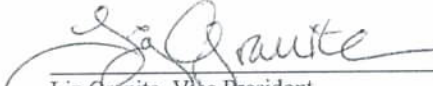
Contractor Name: Royer Studios, Inc.
I.D. or Business License #: 95-4688721
School to receive services: Fulton Middle School
Service Dates: November 30th – December 4th, 2015

Description of Services: Implementation of Royer Studios' **Animate Your Tobacco Awareness Messages** program offering students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting **Tobacco Use Prevention**.

In Royer Studios' Animate Your Awareness Messages program, a professional animation facilitator implements the five-lesson curriculum directly in the up to four classrooms. Working in teams of 7 to 9, participants write, produce and voice-over one short animated public-service announcement per team. Royer Studios is 100% turn-key supplying all art and animation materials, as well as the video and computer equipment required to complete the project. The participants' awareness messages will be viewed at school assemblies, in the classroom, and presented online at royerstudios.com, and on other participating organizations' websites. The school site and funding partners each receive a QuickTime Movie of the completed PSAs and a compressed version to be uploaded on the web sites as desired.

Pay Schedule: An invoice will be submitted on the last day of program implementation.

Total All-inclusive Fee for Services: \$4,975 (four thousand nine hundred seventy five dollars).



Liz Granite, Vice President
Royer Studios, Inc.

Date: 10/15/15

Approved by

Signature of Authorized Representative
Fountain Valley School District

Date: _____



Royer Studios
1200 N. Topanga Canyon Blvd.
Topanga, CA 90290
T - 310 455 7120 F - 310 455 3393
info@royerstudios.com



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **ROYER STUDIOS ANIMATION PROGRAMS: MASUDA**
DATE: November 6, 2015

Background:

Royer Studios Animation Programs offers students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting Tobacco Use Prevention. A professional animation facilitator implements the curriculum directly to groups/teams in the classroom in which the students write, produce and voice-over one short animated public-service announcement per group/team. The participants' awareness messages will be showcased at the premiere assembly at each middle school. Principals also post these PSAs on the school website. FVSD PSA's can be viewed at http://www.royerstudios.com/AYL/AYL_ListPage.htm.

Fiscal Impact:

As part of a three year OCDE Tobacco Use Prevention Education (TUPE) grant, the Fountain Valley School District received funds to be distributed and used over the course of three years, 2014-2017, to provide anti-tobacco education to students in grades 6-8. This is year two of the grant. As part of the grant, FVSD is required to offer youth development activities from a variety of OCDE-approved vendors. Royer Studios is one of these vendors. The fees associated with contracting with Royer Studios comes directly out of the TUPE grant. Royer Studios is engaging for middle school students and employs the use of technology to create stop-animation videos, that is tied to STEAM opportunities in both science classes and in electives at the middle school level. FVSD has used this vendor previously as part of our TUPE grant. Teachers and students, when surveyed, prefer Royer Studios, due to the engagement and STEAM aspects of the program.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for December 14, 2015 through December 18, 2015 for Masuda Middle School.



Independent Contractor Scope of Work

Contractor Name: Royer Studios, Inc.
I.D. or Business License #: 95-4688721
School to receive services: Masuda Middle School
Service Dates: December 14th – 18th, 2015

Description of Services: Implementation of Royer Studios' **Animate Your Tobacco Awareness Messages** program offering students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting **Tobacco Use Prevention**.

In Royer Studios' Animate Your Awareness Messages program, a professional animation facilitator implements the five-lesson curriculum directly in the up to four classrooms. Working in teams of 7 to 9, participants write, produce and voice-over one short animated public-service announcement per team. Royer Studios is 100% turn-key supplying all art and animation materials, as well as the video and computer equipment required to complete the project. The participants' awareness messages will be viewed at school assemblies, in the classroom, and presented online at royerstudios.com, and on other participating organizations' websites. The school site and funding partners each receive a QuickTime Movie of the completed PSAs and a compressed version to be uploaded on the web sites as desired.

Pay Schedule: An invoice will be submitted on the last day of program implementation.

Total All-inclusive Fee for Services: \$4,975 (four thousand nine hundred seventy five dollars).


 Liz Granite, Vice President
 Royer Studios, Inc.

Date: 10/15/15

Approved by

 Signature of Authorized Representative
 Fountain Valley School District

Date: _____



Royer Studios

1200 N. Topanga Canyon Blvd.
 Topanga, CA 90290

T - 310 455 7120 F - 310 455 3393
info@royerstudios.com



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **ROYER STUDIOS ANIMATION PROGRAMS: TALBERT**
DATE: November 6, 2015

Background:

Royer Studios Animation Programs offers students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting Tobacco Use Prevention. A professional animation facilitator implements the curriculum directly to groups/teams in the classroom in which the students write, produce and voice-over one short animated public-service announcement per group/team. The participants' awareness messages will be showcased at the premiere assembly at each middle school. Principals also post these PSAs on the school website. FVSD PSA's can be viewed at http://www.royerstudios.com/AYL/AYL_ListPage.htm.

Fiscal Impact:

As part of a three year OCDE Tobacco Use Prevention Education (TUPE) grant, the Fountain Valley School District received funds to be distributed and used over the course of three years, 2014-2017, to provide anti-tobacco education to students in grades 6-8. This is year two of the grant. As part of the grant, FVSD is required to offer youth development activities from a variety of OCDE-approved vendors. Royer Studios is one of these vendors. The fees associated with contracting with Royer Studios comes directly out of the TUPE grant. Royer Studios is engaging for middle school students and employs the use of technology to create stop-animation videos, that is tied to STEAM opportunities in both science classes and in electives at the middle school level. FVSD has used this vendor previously as part of our TUPE grant. Teachers and students, when surveyed, prefer Royer Studios, due to the engagement and STEAM aspects of the program.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for November 2, 2015 through November 6, 2015 for Talbert Middle School.



Independent Contractor Scope of Work

Contractor Name: Royer Studios, Inc.
I.D. or Business License #: 95-4688721
School to receive services: Talbert Middle School
Service Dates: November 2nd – 6th, 2015

Description of Services: Implementation of Royer Studios' **Animate Your Tobacco Awareness Messages** program offering students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting **Tobacco Use Prevention**.

In Royer Studios' Animate Your Awareness Messages program, a professional animation facilitator implements the five-lesson curriculum directly in the up to four classrooms. Working in teams of 7 to 9, participants write, produce and voice-over one short animated public-service announcement per team. Royer Studios is 100% turn-key supplying all art and animation materials, as well as the video and computer equipment required to complete the project. The participants' awareness messages will be viewed at school assemblies, in the classroom, and presented online at **royerstudios.com**, and on other participating organizations' websites. The school site and funding partners each receive a QuickTime Movie of the completed PSAs and a compressed version to be uploaded on the web sites as desired.

Pay Schedule: An invoice will be submitted on the last day of program implementation.

Total All-inclusive Fee for Services: \$4,975 (four thousand nine hundred seventy five dollars).



Liz Granillo, Vice President
Royer Studios, Inc.

Date: 9/25/15

Approved by

Signature of Authorized Representative
Fountain Valley School District

Date: _____



Royer Studios
1200 N. Topanga Canyon Blvd.
Topanga, CA 90290
T - 310 455 7120 **F** - 310 455 3393
info@royerstudios.com



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT**
DATE: November 6, 2015

Background:

Paradigm Healthcare is engaged in the business of providing Medicaid direct services and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California. Fountain Valley School District desires to retain Paradigm to provide Local Education Agency (LEA) billing services, training and materials, claims preparation and submission, etc.. Paradigm Healthcare will also provide services in reference to the Medi-Cal Administrative Activities (MAA) Program Consulting Services. Paradigm will work with FVSD to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate FVSD's full participation in the MAA program. Services include MAA program consulting services, MAA invoice preparation and submission services, etc.. Paradigm Healthcare will provide training in reference to staff completing Time Surveys, process Time Surveys and compute billable items into funding to be received the FVSD.

Fiscal Impact:

The fiscal impact of this agreement is based on a percent of reimbursable dollars. Fees for service come directly from reimbursable claims and so do not impact the General Fund.

Recommendation:

It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2015 through June 30, 2018 and authorizes the Superintendent or designee to sign all documents.



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2015 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Fountain Valley SD, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2018 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

- (1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
- (2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

- (1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
- (2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
- (3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

- (1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
- (2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

- (2)**Training.** Paradigm will provide training to Client’s program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client’s MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
- (3)**Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.
- (4)**Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform “compliance reviews” to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
- (5)**Supplemental Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm’s web-based software, accessible by toll-free phone during regular business hours and by email.
- (6)**Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

b. MAA Invoice Preparation & Submission Services.

- (1)**Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
- (2)**Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.
- (3)**Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.
- (4)**Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.
- (5)**Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client’s MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.
- (6)**Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm

Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. Client's MAA Obligations.

a. **Program Coordinator(s)**. Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **MAA Operational Plan**. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. **Official RMTS Participant Roster (TSP)**. On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

d. **Time Survey Results**.

(1) **DHCS Required Time Survey Summary Results**. Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.

e. **Direct Charge Documentation**. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. **MAA Invoice Submittal**. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. **Compliance**. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. **Student Data**. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. **Documentation for Invoice Submittal**. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. Fees for LEA Billing Services. The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

13% of gross amounts paid to Client, up to \$500,000

11% of gross amounts paid to Client, above \$500,000

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted by Paradigm to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services.

- (1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.
- (2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.
- (3) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of

allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

11. *Protection of Confidential Information.*

a. Definitions.

(1) **"Client Confidential Information"** shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **"Paradigm Confidential Information"** shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

- (2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.
- (3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.
- (4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Client's Confidential Information. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm will notify Client and, at Client's direction, will either destroy or return the Client Confidential Information.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. *Accuracy of Information.*

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

- (1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.
- (2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.
- (3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. *Licenses and Permits.*

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. *Indemnification.*

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. *Termination.*

a. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in

the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. Without Cause.

- (1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- (2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.
- (3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

- (1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.
- (2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
- (3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.
- (4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor

Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

- a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.
- b. **Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- c. **Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- d. **Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:
PARADIGM HEALTHCARE SERVICES, LLC

CLIENT:
FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

By: _____

Print Name: Constance Laflamme

Print Name: _____

Title: Executive Director

Title: _____

Date: 10/29/2015

Date: _____

Address:

Address: _____

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Phone: (____) _____ - _____

Fax: (415) 616-0910

Fax: (____) _____ - _____



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **PARADIGM HEALTHCARE SERVICES, LLC DATA USE AGREEMENT**
DATE: November 6, 2015

Background:

Fountain Valley School District desires to retain Paradigm to provide Local Education Agency (LEA) billing services, training and materials, claims preparation and submission, etc.. In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal Systems of records, or with its agents, and to ensure the integrity, and use as may be permitted by law, DHCS and FVSD would like to enter into a Data Use Agreement (DUA).

Fiscal Impact:

There is no fiscal impact on the General Fund.

Recommendation:

It is recommended that the Board of Trustees approves the Paradigm Healthcare Services Data Use Agreement for the term of November 23, 2015 through June 30, 2018 and authorizes the Superintendent or designee to sign all documents.

DATA USE AGREEMENT

**AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA AND DOCUMENTS
CONTAINING INDIVIDUAL AND PROVIDER-SPECIFIC INFORMATION**

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and Fountain Valley School District (parties) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the parties.

1. This Agreement is by and between the California Department of Health Care Services and Fountain Valley School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Name of Custodian of Files

Title/Component

Company/Organization

Company Address

City/State/Zip

Phone Number / Email Address

User Initial: *CV*

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Cheryl Ward

Local Educational Agency (LEA) Medi-Cal Billing Option Program

(916) 552-9274

Cheryl.Ward@dhcs.ca.gov

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files

Attachment B: SSA Agreement

Attachment C: Security Controls

Attachment D: Notification of Breach

Attachment E: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to special needs students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. We have determined that the data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, 42 CFR Part 2, and the provisions of other applicable federal and state law. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided in this Agreement.
8. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

User Initial: CX

- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
9. The User(s) represent and warrant that, except as DHCS shall authorize in writing, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. The User(s) agrees that, within the User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.

User Initial: CS

10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.

11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. If the data obtained by User(s) from DHCS includes data provided to DHCS by the Social Security Administration (SSA), User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment C of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.

12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an

User Initial: OK

audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.

13. The User(s) agree to report to DHCS any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Attachment D, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
 - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.
16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.

User Initial: UX

18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2018, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.

19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.

20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

21. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

Name of Custodian of File(s)

Title/Component

Signature

Date

User Initial: *CK*

22. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Christine Fullerton

Name

Assistant Superintendent, Business Services

Title/Component

Fountain Valley School District 1831256064

Company/Organization

NPI Number

10055 Slater Avenue

Company Address

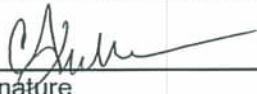
Fountain Valley, CA 92708

City/State/ZIP

714-843-3251

fullertonc@fvsd.us

Phone Number / Email Address



Signature

10/15/2015

Date

23. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **PRACTI-CAL DATA USE AGREEMENT**
DATE: November 6, 2015

Background:

Fountain Valley School District has retained Practi-Cal to provide Local Education Agency (LEA) billing services, training and materials, claims preparation and submission, etc. through November 22, 2015. In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal Systems of records, or with its agents, and to ensure the integrity, and use as may be permitted by law, DHCS and FVSD would like to enter into a Data Use Agreement (DUA).

Fiscal Impact:

There is no fiscal impact on the General Fund.

Recommendation:

It is recommended that the Board of Trustees approves the Practi-Cal Data Use Agreement for the term of July 1, 2015 through November 22, 2015 and authorizes the Superintendent or designee to sign all documents.

DATA USE AGREEMENT

**AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA AND DOCUMENTS
CONTAINING INDIVIDUAL AND PROVIDER-SPECIFIC INFORMATION**

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and Fountain Valley School District (parties) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the parties.

1. This Agreement is by and between the California Department of Health Care Services and Fountain Valley School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Name of Custodian of Files

Title/Component

Company/Organization

Company Address

City/State/Zip

Phone Number / Email Address

User Initial: *CV*

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Cheryl Ward

Local Educational Agency (LEA) Medi-Cal Billing Option Program

(916) 552-9274

Cheryl.Ward@dhcs.ca.gov

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files

Attachment B: SSA Agreement

Attachment C: Security Controls

Attachment D: Notification of Breach

Attachment E: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to special needs students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. We have determined that the data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, 42 CFR Part 2, and the provisions of other applicable federal and state law. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided in this Agreement.
8. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

User Initial: CX

- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
9. The User(s) represent and warrant that, except as DHCS shall authorize in writing, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. The User(s) agrees that, within the User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.

User Initial: CS

10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. If the data obtained by User(s) from DHCS includes data provided to DHCS by the Social Security Administration (SSA), User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment C of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an

User Initial: OK

audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.

13. The User(s) agree to report to DHCS any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Attachment D, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
 - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.
16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.

User Initial: UX

18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2018, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.

19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.

20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

21. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

Name of Custodian of File(s)

Title/Component

Signature

Date

User Initial: *CK*

22. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Christine Fullerton

Name

Assistant Superintendent, Business Services

Title/Component

Fountain Valley School District 1831256064

Company/Organization

NPI Number

10055 Slater Avenue

Company Address

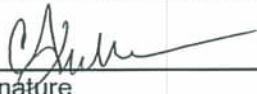
Fountain Valley, CA 92708

City/State/ZIP

714-843-3251

fullertonc@fvsd.us

Phone Number / Email Address



Signature

10/15/2015

Date

23. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Steve McMahon, Assistant Superintendent, Instruction
Parham Sadegh, IT Supervisor
SUBJECT: **CISCO/MERAKI VENDOR CHANGE REQUEST**
DATE: November 6, 2015

Background:

In August of 2015, the IT department requested and received board approval to purchase a new firewall along with its associated installation and yearly support costs. Since then, the IT department has had difficulty contacting the original Cisco/Meraki certified vendor contracted to provide hardware, consulting and installation services. As a consequence, through consultation with a local Cisco representative, a new vendor has been selected and a new proposal drafted. The new proposal maintains the same service delivery and pricing structure as the original contract. The new vendor Techdata Inc., is a certified Cisco solution provider, has expertise in Cisco/Meraki equipment and has extensive experience with K-12 educational institutions.

Fiscal Impact:

The amended contract with Techdata saves the District \$1,535.76 over the previous vendor's quote.

Recommendation:

It is recommended that the Board of Trustees approves the amended Cisco/Meraki vendor contract and authorizes the Superintendent or designee to sign all documents.



Installment Payment Agreement Reference (Support Only)

TFV 101201

OBLIGOR	Full Legal Name Fountain Valley School District	Phone Number 714 843 3200
	Billing Address 10055 Slater Ave Fountain Valley CA 92708	Purchase Order Requisition Number
	System Location (if not same as above) same	County CA 92708
		Send Invoice to Attention of:

SYSTEM INFORMATION	5 Year Meraki MX600 Security License (LIC-MX600-SEC-5YR License)
---------------------------	-------------------------------------------------------------------

PAYMENT INFORMATION	Number of Payments	Payment	Term (in Months):	Payment Frequency:	Total Financed Amount:
	5	\$ 10,589.66	60	Annual	52,948.29
		\$	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)
	\$		+ \$10,589.66	+	= \$10,589.66

TERMS AND CONDITIONS

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You authorize us to adjust your payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. You are deemed to have unconditionally and irrevocably accepted the System on the earlier of (i) the date you sign the Acceptance below or (ii) if we in our sole discretion do not require that you sign the Acceptance, the date the System is delivered or otherwise provided to you, unless you notify us in writing of your non-acceptance within two (2) days of the date the System is delivered or otherwise provided to you ("the Commencement Date"). The Agreement starts on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. Warranty Disclaimer; Use and Maintenance: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. Assignment: You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Taxes: You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

5. Default and Remedies: You are in default under this Agreement if: a) you fail to pay any amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of any or all Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

6. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures, or an electronic version of this Agreement with electronic signatures, may be treated as an original and will be admissible as evidence of the Agreement. We may inspect the System during the Agreement term.

OBLIGOR	You agree that this is non-cancelable.	
	Signature	Date
	Title	Print Name
	Obligor (Full Legal Name): Fountain Valley School District	

PAYEE	Cisco Systems Capital Corporation	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (866) 247-2680 • FAX: (877) 247-2690	
	Commencement Date	Agreement Number
	Accepted By:	

ACCEPTANCE	The System has been received, put in use, is in good working order and is satisfactory and acceptable for all purposes hereof.	
	Signature	Date
	Print Name	Title

GUARANTY	I unconditionally guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.	
	Signature	Date
	Name of Guarantor	

FISCAL FUNDING ADDENDUM

OBLIGOR INFORMATION

Full Legal Name: Fountain Valley School District

Billing Address: 10055 Slater Ave

City: Fountain Valley State: CA Zip: 92708

Agreement: TFV 101201

SYSTEM INFORMATION

System Location: Same

Description: LIC-MX600-SEC-5YR License

The above described Obligor (“Obligor”) warrants that it has funds available to pay rents (“Payments”) until the end of its current appropriation period. In the event Obligor’s legislative body or funding authority does not appropriate funds to be paid to Payee for the above described Equipment/Software/Support (“System”), Obligor may, upon prior written notice to Payee, effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the System to Payee, at Obligor’s expense; and thereupon, be released of its obligation to make all rental payments (Payments) to Payee due thereafter, provided: (1) The System is returned to Payee as provided for in the above described Installment Payment Agreement (“Agreement”), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Payee under the Agreement.

In the event Obligor returns the System pursuant to the terms of this Addendum, Payee shall retain all sums paid hereunder by Obligor, including the Security Deposit (if any) specified in the Agreement.

This Addendum will not be construed so as to permit the Obligor to terminate the Agreement in order to acquire any other equipment/software/support or obtain funds directly or indirectly to perform essentially the same application for which the System is intended.

OBLIGOR SIGNATURE	Signature X _____
	Print Name _____
	Title _____
	Date _____
	Legal Name of Corporation _____ Fountain Valley School District _____

PAYEE ACCEPTANCE	Signature X _____
	Print Name _____
	Title _____
	Date _____
	Legal Name of Corporation _____ Cisco Systems Capital Corporation _____

Cisco Systems Capital Corporation

INVOICE

1111 Old Eagle School Road
Wayne, PA 19087

INVOICE NUMBER: TFV 101201

INVOICE DATE: 10/19/2015

BILL TO: Fountain Valley School District
10055 Slater Ave
Fountain Valley, CA 92708

DESCRIPTION	BASE PAYMENT	SALES TAX	TOTAL PAYMENT
Advance Lease Payment			
Security Deposit / Last Lease Payment			

DUE UPON RECEIPT: \$10,589.66

Remit to:
Cisco Systems Capital Corporation
1111 Old Eagle School Road
Wayne, PA. 19087
Attn.: Jimmy King - jimking@cisco.com



SO 2015-16/B16-17
Fountain Valley School District
Department

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Contract with Gloria Johnston**
DATE: November 6, 2015

BACKGROUND:

To support the development of a strong new district leadership team, the Superintendent recommends conducting a workshop on Board-Superintendent protocols scheduled for November 19th. After careful review of the qualifications of several consultants, it is recommended that the Board of Trustees contract with Gloria Johnston of Achievement Equity to facilitate this workshop. Dr. 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 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 November 19, 2015.

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, CA 92708

SERVICE CONTRACT

This CONTRACT made and entered into this 12th day of November, 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 November 19, 2015 and be completed no later than November 19, 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

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: October 14, 2015
Subject: **Non-Public School Contract Addendums**

Board Meeting Date: November 12, 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
1120702b-W16098	Del Sol School Inc	440.00	July 01, 2015 to August 31, 2015

Approved by the FVSD Board of Trustees
November 12, 2015

Mark Johnson, Ed.D.
Superintendent

2015/2016

HBUHSD Contract No.

W16098

Please refer to this number on correspondence, invoices, etc.

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 12th of November, 2015 between the Fountain Valley School District, County of Orange and Del Sol School Inc for 1120702b-W16098 born on , who is a resident of Fountain Valley School District of Orange County.

ORIGINAL CONTRACT - September 01, 2015 to June 30, 2016

Table with 6 columns: SERVICES AS PROVIDED IN ORIGINAL CONTRACT, Provider Type, Per Session Total, Cost Per Session, Maximum No. Sessions, Total Original Cost. Row 1: 1. Language and Speech Therapy (1x60/wk), NPS, 60 Minutes, 110.00, 45.00, 4,950.00. Total: 4,950.00

ADDENDUM CONTRACT - July 01, 2015 to August 31, 2015

Table with 6 columns: SERVICES ADDED BY THIS ADDENDUM, Provider Type, Per Session Total, Cost Per Session, Maximum No. Sessions, Total Addendum Cost. Row 1: 2. Language and Speech Therapy (1x60min/wk ESY), NPS, 60 Minutes, 110.00, 4.00, 440.00. Total: 440.00

AMENDED CONTRACT

Table with 6 columns: SERVICES AS PROVIDED IN AMENDED CONTRACT, Provider Type, Per Session Total, Cost Per Session, Maximum No. Sessions, Total Amended Cost. Row 1: 1. Language and Speech Therapy (1x60/wk), NPS, 60 Minutes, 110.00, 45.00, 4,950.00. Row 2: 2. Language and Speech Therapy (1x60min/wk ESY), NPS, 60 Minutes, 110.00, 4.00, 440.00. Total: 5,390.00

This AMENDED Service shall begin on July 01, 2015 and shall terminate at 5:00 p.m. on August 31, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Del Sol School Inc (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: October 15, 2015
Subject: **Non-Public Agency Contracts**

Board Meeting Date: November 12, 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
941279-W16108	Dr. Rienzi Haytasingh, Psy. D.	3,500.00	October 06, 2015 to June 30, 2016

Approved by the FVSD Board of Trustees
November 12, 2015

Mark Johnson, Ed.D.
Superintendent

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of November, 20 15, by and between Dr. Rienzi Haytasingh, Psy. D. hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide an Independent Educational Evaluation/Vision Assessment to 941279-W16108.

2. The Independent Contractor will commence providing services under this AGREEMENT on October 6 20 15, and will diligently perform as required and complete performance by June 30 20 16. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The District shall pay the Independent Contract A total not to exceed \$3,500 for Independent Educational Evaluation for services pursuant to this AGREEMENT Payment shall be made upon receipt of an invoice .
Independent Contractor shall submit an invoice to the District 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
 - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

**FOUNTAIN VALLEY
SCHOOL DISTRICT**

Signature

Signature

Dr. Rienzi Haytasingh, Psy. D.

Printed Name

8414 Lemon Ave

Address

La Mesa, CA 91941

City, State, Zip

619-750-5346

619-462-5437

Phone No.

FAX No.

564-45-1232

Federal ID for business/Social Security No. for individuals

Mark Johnson, Ed.D.

Superintendent

10055 Slater Ave.

Fountain Valley, CA 92708

Date

DrRienziHaytasingh_Contract

Date

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

INDEPENDENT EDUCATIONAL EVALUATIONS

Definitions and Procedures

“*Independent Educational Evaluation (IEE)*” means an evaluation conducted by a qualified examiner who is not employed by the District.

“*Public Expense*” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE

Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent's time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District's assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;

3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

INDEPENDENT EDUCATIONAL EVALUATIONS

Criteria

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

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Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

MINIMUM QUALIFICATIONS FOR EVALUATORS:

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test-Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System-Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADS-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis-Kaplan Executive Function System (D-KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2), Test of Gross Motor Development, Second Edition (TGMD-2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children’s Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational WOCCE IEE Criteria Revised June 2011	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist

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