



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

May 18, 2017

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M ____
2nd ____
V ____

BOARD WORKSHOP

1. DIVISIONAL UPDATES

Superintendent Dr. Mark Johnson will be joined by Assistant Superintendent, Educational Services, Dr. Steve McLaughlin; Assistant Superintendent, Personnel, Cathie Abdel; and Assistant Superintendent, Business, Chris Fullerton; to review with the Board of Trustees divisional updates for the Fountain Valley School District.

2. SCHOOL CONSTRUCTION PRIORITIES

Superintendent, Dr. Mark Johnson, and Assistant Superintendent, Business, Chris Fullerton, will review and discuss with the Board of Trustees school construction priorities in regard to projects pertaining to Measure O.

- 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;

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.

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.
- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

- 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 will be led by Boy Scout Troop 455.

SPECIAL PRESENTATIONS

3. RECOGNITION OF NEWLAND SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Newland School, the Board shall recognize and thank Jeanine Galitski and Elena MacDonald.

4. RECOGNITION OF PLAVAN SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Plavan School, the Board shall recognize and thank Jamie Yeung and Tina Leroux.

5. RECOGNITION OF NEWLAND SCHOOL STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Newland School.

6. RECOGNITION OF PLAVAN SCHOOL STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Plavan School.

- RECESS

7. PRESENTATION BY ACTION COMMITTEE FOR EDUCATION ON RECENT PARTICIPATION IN THE SACRAMENTO SAFARI

The Action Committee for Education (ACE) is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives shall make a presentation to the Board of Trustees on ACE's recent participation in the Sacramento Safari.

BOARD REPORTS AND COMMUNICATIONS

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

STAFF REPORTS AND PRESENTATIONS**8. ANNOUNCEMENT OF PUBLIC HEARING FOR PERSONNEL COMMISSION BUDGET (WRITTEN ONLY)**

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission's proposed budget for 2017-18. The Public Hearing shall be held on June 22, 2017 at 4:30 pm. Public input will be welcomed.

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

9. PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUAGE PATHOLOGISTS DURING MAY 2017: BETTER SPEECH AND HEARING MONTH

M ____
2nd ____
V ____

In honor of our outstanding Speech/Language Pathologists who have earned the admiration and respect of our teachers, administrators, students, parents and the Board as they raise public awareness of speech and language we are pleased to celebrate them during May 2017: Better Speech and Hearing Month.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Proclamation of Appreciation to our Speech/Language Pathologists during May 2017: Better Speech and Hearing Month.

10. DECLARATION OF NEED

M ____
2nd ____
V ____

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.

11. BOARD POLICY 4119.11 4219.11 4319.11 SEXUAL HARASSMENT (SECOND READING AND ADOPTION)

M ____
2nd ____
V ____

The revisions noted in Board Policy 4119.11 reflect changes in state regulations and laws which extend protections against sexual harassment to unpaid interns and volunteers, require districts to instruct supervisor to report complaints and revise requirements pertaining to the training of supervisory employees.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the revisions to Board Policy 4119.11, 4219.11 and 4319.11 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**12. BOARD POLICY 6190 EVALUATION OF INSTRUCTIONAL PROGRAM
(SECOND READING AND ADOPTION)**M ____
2nd ____
V ____

Board Policy 6190 Evaluation of the Instructional Program reflects the inclusion of the local control and accountability plan as one of the required reports provided to the Board of Trustees and the community.

Superintendent's Recommendation: It is recommended that Board Policy 6190 Evaluation of the Instructional Program be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**13. BOARD POLICY 0460 LOCAL CONTROL ACCOUNTABILITY PLAN
(SECOND READING AND ADOPTION)**M ____
2nd ____
V ____

New Board Policy 0460 Local Control and Accountability Plan reflects new law, Proposition 58, which requires the local control and accountability plan (LCAP) development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. BP 0460 also reflects the State Board of Education's adoption of evaluation rubrics (the "California School Dashboard") that will assist districts in evaluating progress toward their LCAP goals.

Superintendent's Recommendation: It is recommended that Board Policy 0460 Local Control and Accountability Plan be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**14. RESOLUTION 2017-23 TO ESTABLISH FUND NO. 21-21 GENERAL
OBLIGATION BOND (GOB), ELECTION 2016, SERIES 2017**M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2017-23 to establish Fund No. 21-21 General Obligation Bond (GOB), Election 2016, Series 2017, and accept and disburse funds for the purposes described in Measure O and applicable laws.

**15. APPOINTMENT OF ADDITIONAL MEMBERS OF CITIZENS' BOND
OVERSIGHT COMMITTEE**M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees appoints the additional members listed in the attached memo to the Citizens' Bond Oversight Committee.

16. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESSM ____
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

- 16-A.** Board Meeting Minutes from April 13 regular meeting
- 16-B.** Board Meeting Minutes from April 27 special meeting
- 16-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 16-D.** Donations
- 16-E.** Warrants
- 16-F.** Purchase Order Listing
- 16-G.** Budget Adjustments

Consent Items**16-H. STUDENT ACCIDENT INSURANCE – 2017-2018**

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2017-18 school year.

16-I. SCHOOL READINESS CONTRACT WITH THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

Superintendent's Comments: It is recommended that the Board of Trustees approves the School Readiness contract with the Children and Families Commission of Orange County from July 1, 2017-June 30, 2020.

16-J. AWARD CONTRACT TO APPS FORTE, INC. FOR INTEGRATION OF HR 2.0 WITH DISTRICT'S MICROSOFT ACTIVE DIRECTORY SYSTEM

Superintendent's Comments: It is recommended that the Board of Trustees awards a contract to Apps Forte, Inc., for integration of HR 2.0 with District's Microsoft Active Directory system.

16-K. SCHOOL LOOP CONTRACT RENEWAL

Superintendent's Comments: It is recommended that the Board of Trustees approves the one-year School Loop contract for the 2017-18 school year.

16-L. 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
Goodwill Industries of OC, CA DBA Assistive Technology Exchange Center	\$1,000	3/27/17-6/30/17

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, June 15, 2017 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 May 18, 2017



SO16-17/B17-51
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: **DIVISIONAL UPDATES**
DATE: May 15, 2017

Background:

Superintendent Dr. Mark Johnson will be joined by Assistant Superintendent, Educational Services, Dr. Steve McLaughlin; Assistant Superintendent, Personnel, Cathie Abdel; and Assistant Superintendent, Business, Chris Fullerton; to review with the Board of Trustees divisional updates for the Fountain Valley School District.

Board meeting of May 18, 2017



SO16-17/B17-51
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: SCHOOL CONSTRUCTION PRIORITIES
DATE: May 15, 2017

Background:

Superintendent, Dr. Mark Johnson, and Assistant Superintendent, Business, Chris Fullerton, will review and discuss with the Board of Trustees school construction priorities in regard to projects pertaining to Measure O.



SO 16-17/B17-53
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: NEWLAND SCHOOL**
DATE: May 15, 2017

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Newland School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as: serving as room parent; performing bookkeeping or tallying for fund raising activities; serving as a volunteer for music, art or theater presentations; assisting in a classroom, the library or student store; or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Newland School:

Newland School

♥ Jeanine Galitski
♥ Elena MacDonald



SO 16-17/B17-54
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: PLAVAN SCHOOL**
DATE: May 15, 2017

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Plavan School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as: serving as room parent; performing bookkeeping or tallying for fund raising activities; serving as a volunteer for music, art or theater presentations; assisting in a classroom, the library or student store; or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Plavan School:

Plavan School

♥ Jamie Yeung
♥ Tina Leroux



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: NEWLAND**
DATE: May 5, 2017

Background:

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 18, 2017, the following six students from **Newland School** will be recognized:

Newland School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Addison Tolin
Jackson Saleman
Adalyn McDiarmid
Sydney Kuns
Gavin Rush
Kiera Warren



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: PLAVAN**
DATE: May 5, 2017

Background:

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 18, 2017, the following six students from **Plavan School** will be recognized:

Plavan School

Kindergarten	Chase Wight
First Grade	Muhammad Said Shafat
Second Grade	Macey Tuiolosega
Third Grade	Nathaniel VanAuken
Fourth Grade	Hannah Hile
Fifth Grade	Audrey Chow

Board meeting of May 18, 2017



SO16-17/B17-52
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PRESENTATION BY ACTION COMMITTEE FOR EDUCATION
ON RECENT PARTICIPATION IN THE SACRAMENTO SAFARI**
DATE: May 15, 2017

Background:

The Action Committee for Education (ACE) is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives shall make a presentation to the Board of Trustees on ACE's recent participation in the Sacramento Safari.

ANNUAL BUDGET OF PERSONNEL COMMISSION
FISCAL YEAR 2017-18
(Education Code Section 45253)

Fountain Valley School District, Orange County, California

NOTICE OF PUBLIC HEARING BY THE PERSONNEL COMMISSION

TO: The Governing Board and District Administration

The public hearing on this proposed budget will be held on June 22, 2017, 4:30 am/pm
at Fountain Valley School District Office

You are invited to attend and present your views.



Chairman or Director of Personnel Commission

5/5/17

Date

ADOPTED ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: Dean West, Associate Superintendent, Business Services
Orange County Department of Education

This proposed budget was adopted subsequent to a public hearing by the Personnel Commission of the district.

DATE OF MEETING: _____

REVIEWED BY THE DISTRICT SUPERINTENDENT

Superintendent

Date

Chairman or Director of Personnel Commission

Date

APPROVAL OF ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: The Governing Board and Personnel Commission

This report has been examined and approved by the ORANGE COUNTY SUPERINTENDENT OF SCHOOLS.

Al Mijares, Ph.D.
County Superintendent of Schools

_____, 2017

_____, Deputy
Dean West
Associate Superintendent, Business Services

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: Mark Johnson, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: Declaration of Need 2017-2018 School Year
DATE: May 5, 2017

BACKGROUND

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

IMPACT

The Declaration will allow all positions to be staffed with appropriate credentials, emergency credentials, or credential waivers. This also is required for substitute teachers. We cannot apply for substitute teacher permits until this form is submitted.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Board Policy 4119.11, 4219.11 and 4319.11 SEXUAL HARASSMENT
(SECOND READING AND ADOPTION)**
DATE: May 15, 2017

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy 4119.11 reflect changes in state regulations and laws which extend protections against sexual harassment to unpaid interns and volunteers, require districts to instruct supervisor to report complaints and revise requirements pertaining to the training of supervisory employees.

Board Policy 4119.11 was approved by the Board of Trustees for first reading at the April 13th meeting.

Fiscal Impact:

There is no fiscal impact associated with the revision of Board Policy 4119.11, 4219.11 and 4319.11 Sexual Harassment.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 4119.11, 4219.11 and 4319.11 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

All Personnel

BP 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

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

(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions (2 CCR 11023).

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

BP 4119.11(b)
4219.11
4319.11

SEXUAL HARASSMENT (continued)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

All Personnel

AR 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940, 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
3. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee,

SEXUAL HARASSMENT (continued)

employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint

SEXUAL HARASSMENT (continued)

5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating and the gratuitous sabotage or undermining of a person's work performance

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11023)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law

SEXUAL HARASSMENT (continued)

3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Julianne Hoefer, Director, Educational Services
SUBJECT: **BOARD POLICY 6190 EVALUATION OF THE INSTRUCTIONAL PROGRAM (SECOND READING AND ADOPTION)**
DATE: May 8, 2017

Background

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 6190 Evaluation of the Instructional Program reflects the inclusion of the local control and accountability plan as one of the required reports provided to the Board of Trustees and the community.

Fiscal Impact:

There is no fiscal impact involved in the approval process.

Recommendation:

It is recommended that Board Policy 6190 Evaluation of the Instructional Program be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

EVALUATION OF THE INSTRUCTIONAL PROGRAM

The Board of Trustees recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall provide the Board and the community with regular reports on student progress toward Board-established standards of expected achievement at each grade level in each area of study. In addition, he/she shall evaluate and report data for each district school and for every numerically significant student subgroup, including, but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that district students receive.

Annual Monitoring of Consolidated Application Programs

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

Federal Program Monitoring

To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation

EVALUATION OF THE INSTRUCTIONAL PROGRAM

which may utilize tools developed by the district or the California Department of Education (CDE).

When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.

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

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4131 - Staff Development)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5148 - Child Care and Development Programs)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6171 - Title I Programs)

(cf. 6173 - Education for Homeless Children)

(cf. 6175 - Migrant Education Program)

In the event that the FPM review results in a finding of noncompliance in relation to any program, the Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.

The Superintendent or designee shall report to the Board regarding the results of the review process.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Julianne Hoefer, Director, Educational Services
SUBJECT: **BOARD POLICY 0460 LOCAL CONTROL AND
ACCOUNTABILITY PLAN (SECOND READING AND
ADOPTION)**
DATE: May 8, 2017

Background

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

New Board Policy 0460 Local Control and Accountability Plan reflects new law, Proposition 58, which requires the local control and accountability plan (LCAP) development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. BP 0460 also reflects the State Board of Education's adoption of evaluation rubrics (the "California School Dashboard") that will assist district in evaluating progress toward their LCAP goals.

Fiscal Impact:

There is no fiscal impact involved in the approval process.

Recommendation:

It is recommended that Board Policy 0460 Local Control and Accountability Plan be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

Local Control And Accountability Plan**Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP) that addresses the state priorities and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years.

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA.

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures.

Local Control And Accountability Plan

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students.

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above.

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners.

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s).

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required.

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native BP 0460(b)

Local Control And Accountability Plan

English speakers, to have access to the core academic content standards and to become proficient in English.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget.

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP and the revisions are adopted in a public meeting.

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools.

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations.

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance based on evaluation rubrics adopted by the State Board of Education. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to:

Local Control And Accountability Plan

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence

In the event that the County Superintendent requires the district to receive technical assistance, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Adopt Resolution 2017-23 to Establish Fund No. 21-21 General Obligation Bond (GOB), Election 2016, Series 2017**
DATE: May 5, 2017

Background:

On November 8, 2016, the Bond Election for Measure O was duly held and passed with 64.2 percent of the votes cast in favor of issuing general obligation bonds on behalf of the Fountain Valley School District in the amount of \$63 million for school facilities improvement purposes. The district will receive funds for the purpose of modernizing school facilities and will need to establish Fund No. 21-21 to account separately for the proceeds from the sale of the bonds (Education Code Section 15146). These funds may not be used for any purposes other than those for which the bonds were issued. Establishment of a dedicated fund to account for the receipt and expenditure of bond sale proceeds allows districts to maintain transparency and facilitates the financial reporting required for the administration of a successful bond program.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2017-23 to establish Fund No. 21-21 General Obligation Bond (GOB), Election 2016, Series 2017, and accept and disburse funds for the purposes described in Measure O and applicable laws.

RESOLUTION NO. 2017-23
of the
BOARD OF TRUSTEES
FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION TO ESTABLISH FUND NO. 21-21 GENERAL
OBLIGATION BOND (GOB), ELECTION 2016, SERIES 2017**

WHEREAS, the Education Code 15140 provides that the Governing Board shall issue bonds on behalf of the District in order to renovate, repair, make improvements and construct school facilities in order to enhance the learning process; and

WHEREAS, the Governing Board has determined the need to establish a separate Building Fund to record the issuance of general obligation bonds in an aggregate principal amount not to exceed \$63,000,000 as authorized by the Bond Election of November 8, 2016, three (3) General Obligation Series; and

WHEREAS, the District covenants that it will restrict the use of the proceeds of Series 2017, 2019 and 2021 Bonds, so as not to constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986; and

WHEREAS, the District covenants that funds will be expended for the purposes described in Measure O and applicable laws;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Board authorizes the Administration to establish Fund No. 21-21 General Obligation Bond (GOB), Election 2016, Series 2017, with the Orange County Treasurer effective May, 19, 2017.

PASSED AND ADOPTED this 18th day of May, 2017.

Ayes: _____
Noes: _____
Absent: _____
Abstain: _____

Clerk of the Board of Trustees
Fountain Valley School District



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPOINTMENT OF ADDITIONAL MEMBERS OF CITIZENS'
BOND OVERSIGHT COMMITTEE**
DATE: May 15, 2017

Background:

Both the California Constitution and Education Code mandate that the expenditure of proceeds from a bond measure conducted in accordance with a 55% election be overseen by an independent Citizens' Bond Oversight Committee. The law requires the Committee to have a minimum of 7 members, 5 of which fulfill certain categories of membership. The law does not impose a maximum number of members, however, and it is the District's desire to recruit and accept as many interested members of the public as are willing to serve on this important Committee.

The Board of Trustees appointed twelve individuals to the Committee at its March 9, 2017 meeting, including those members identified as quorum members. The following additional community members have volunteered to serve on the Citizen's Bond Oversight Committee for Measure O as members at large:

Judy Edwards
Phu Nguyen
Janice Vuong
Jennifer Weimer

Fiscal Impact:

The District must provide administrative support to assist the Committee in fulfilling its duties to the public. Such costs may not be paid from the bond proceeds but are anticipated to be minor.

Recommendation:

It is recommended that the Board of Trustees appoints the additional members listed above to the Citizens' Bond Oversight Committee.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

April 13, 2017

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

Second: Mrs. Galindo

Vote: 5-0

BOARD WORKSHOP

Assistant Superintendent of Business Services, Christine Fullerton, was joined by Richard Ingrassia from architectural firm, Rachlin Partners, to review and discuss school construction priorities in regard to projects pertaining to Measure O. Mrs. Fullerton reviewed priorities discussed in the FMP process including Facility Committee priorities and Board priorities. She reviewed the scope priorities agreed upon by the Facilities Committee including: air conditioning bundle, flexible labs/middle school science labs and modernize/reconfigure existing classrooms. She also reviewed the Board scope priorities agreed upon including air conditioning bundle followed by middle school science labs. Mrs. Fullerton then led the Board through a prioritization exercise where each trustee was given the opportunity to prioritize site order. Following this, the Board engaged in discussion in order to reach consensus on site prioritization. In addition, Mr. Ingrassia reviewed next steps in the design process including navigating through the Facilities

SCHOOL
CONSTRUCTION
PRIORITIES

Master Plan, confirmation of the project scope, prioritization of projects, and establishing a timeline to implement projects. He shared greater detail regarding each of these steps. In closing, he shared a sample modernization schedule and reviewed the elements included within. Dr. Johnson thanked Mr. Ingrassia and Mrs. Fullerton for their preparation and presentation this evening.

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

PUBLIC COMMENTS

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

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

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

PLEDGE OF
ALLEGIANCE

Mrs. Fullerton led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees was pleased to join our staff and community in celebrating Beth Fockler, ELA teacher at Fulton Middle School, as Fountain Valley School District's 2016-17 Teacher of the Year.

RECOGNITION OF
FOUNTAIN VALLEY
SCHOOL DISTRICT
TEACHER OF THE YEAR,
BETH FOCKLER
RECOGNITION OF ACSA
ELEMENTARY
PRINCIPAL OF THE
YEAR, ERIN BAINS

The Board of Trustees was pleased to join our staff and community in celebrating ACSA Region XVII Elementary Principal of the Year, Gisler Elementary Principal, Erin Bains.

The Board of Trustees was pleased to join our staff and community in celebrating ACSA Region XVII Business Services Administrator of the Year, Assistant Superintendent, Business, Chris Fullerton.

**RECOGNITION OF ACSA
BUSINESS SERVICES
ADMINISTRATOR OF
THE YEAR, CHRIS
FULLERTON
OUTSTANDING SERVICE
AWARDS
PRESENTATION TO
CHERYL NORTON**

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Sandra Crandall presented the 2016-17 Outstanding Service Award to Cheryl Norton.

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Gisler School, the Board recognized and thanked Sachi Josephson and Helen Platt.

**RECOGNITION OF
GISLER SCHOOL
PARENT VOLUNTEERS**

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board recognized and thanked Kelly Lopez, Fernando Chavarria and Azucena Chavarria.

**RECOGNITION OF COX
SCHOOL PARENT
VOLUNTEERS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Gisler School: Masen Le (K), Kelli Ma (1st), Gavin Pajaro (2nd), Cole Salazar (3rd), Oscar Martinez (4th), and Hailey Sigmond (5th). The Board was joined by family members, staff and community members in celebrating the amazing accomplishments of these students.

**RECOGNITION OF
GISLER SCHOOL
STUDENTS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Cox School: Carter Ankeny (K), Jona Heck (1st), Audrey Dinh (2nd), Chloe Nguyen (3rd), Ethan Kwong (4th), and Jenna Eidum (5th). The Board was joined by family members, staff and community members in celebrating the amazing accomplishments of these students.

**RECOGNITION OF COX
SCHOOL STUDENTS**

Following the recognitions, the Board took a brief recess.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo's activities since the last Board meeting included: FVSF meeting, visit to Talbert for observation of Socratic dialogue in an ELA class, Annual District Art Show, and Health and Wellness Committee meeting.

Mrs. Schultz's activities since the last Board meeting included: participation in Board workshops and special meetings and Annual District Art Show.

Mr. Cunneen's activities since the last Board meeting included: Annual Every Student Succeeding Breakfast with FV Rotary, ACE meeting, and FV Rotary Most Improved Student recognitions.

Mr. Collin's activities since the last meeting included: Every Student Succeeding Breakfast with FV Rotary, FV Rotary Most Improved Student recognitions, Annual District Art Show, and FVSF meeting.

Mrs. Crandall congratulated Mrs. Terich, Mrs. Brooks and our site art reps for a very successful Art Show. Her activities since the last meeting included: Rotary MIS, Every Student Succeeding Breakfast, ACSA Every Student Succeeding recognition, Chamber of Commerce monthly breakfast, Chamber of Commerce luncheon, Spring Concert at Fulton, Basketball Tournament at Masuda, Hyundai Roadtrip for Girls, SPC meeting, 3rd-5th grade CGI demo lessons at Gisler and Newland, Eagle Scout project culmination, and a coalition of community members also a part of an Eagle Scout project. She thanked the trustees for their service this month.

PUBLIC HEARING

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2016-17 school year between FVSD and CSEA, Chapter #358. Public input was welcomed. There were no requests to speak and the hearing was closed.

TENTATIVE
AGREEMENT BETWEEN
FOUNTAIN VALLEY
SCHOOL DISTRICT AND
CALIFORNIA SCHOOL
EMPLOYEE
ASSOCIATION,
CHAPTER #358 FOR 2016-
17 YEAR

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mrs. Schultz moved to adopt Resolution 2017-16 Authorizing the Issuance and Sale of Measure O General Obligation Bonds, Series 2017, Not to Exceed \$21,000,000 in Aggregate Principal.	RESOLUTION 2017-16 AUTHORIZING THE ISSUANCE AND SALE OF MEASURE O GENERAL OBLIGATION BONDS, SERIES 2017, NOT TO EXCEED \$21,000,000 IN AGGREGATE PRINCIPAL
Second:	Mr. Collins	
Vote:	Mrs. Crandall Aye Mrs. Schultz Aye Mr. Cunneen Aye Mr. Collins Aye Mrs. Galindo Aye	
Motion:	Mrs. Galindo moved to adopt Resolution 2017-17 Declaring Surplus Property, Authorizing Offer of District Property For Sale to Public Entities, and Authorizing the Sale of Property.	APPROVAL OF RESOLUTION 2017-17 DECLARING SURPLUS PROPERTY, AUTHORIZING OFFER OF DISTRICT PROPERTY FOR SALE TO PUBLIC ENTITIES, AND AUTHORIZING THE SALE OF PROPERTY
Second:	Mr. Cunneen	
Vote:	Mrs. Crandall Aye Mrs. Schultz Aye Mr. Cunneen Aye Mr. Collins Aye Mrs. Galindo Aye	
Motion:	Mrs. Schultz moved to adopt Resolution 2017-21: Approving the Request for Proposal for Pre-Construction and Lease-Lease Back Services for Measure O Phase 1 – School Modernization And Air Conditioning with the amendment to the date to Wednesday, June 7 th , instead of Friday, June 7 th .	RESOLUTION 2017-21: APPROVING THE REQUEST FOR PROPOSAL FOR PRE- CONSTRUCTION AND LEASE-LEASE BACK SERVICES FOR MEASURE O PHASE 1 – SCHOOL MODERNIZATION AND AIR CONDITIONING
Second:	Mr. Collins	
Vote:	Mrs. Crandall Aye Mrs. Schultz Aye Mr. Cunneen Aye Mr. Collins Aye Mrs. Galindo Aye	
Motion:	Mr. Cunneen moved to approve Board Policy 3470	BOARD POLICY 3470

	Debt Issuance and Management for second reading and adoption.	DEBT ISSUANCE AND MANAGEMENT (SECOND READING AND ADOPTION)
Second:	Mrs. Galindo	
Vote:	5-0	
Motion:	Mr. Collins moved to approve new Board Policy 5116.2 Involuntary Student Transfers for second reading and adoption.	NEW BOARD POLICY 5116.2 INVOLUNTARY STUDENT TRANSFERS (SECOND READING AND ADOPTION)
Second:	Mrs. Schultz	
Vote:	5-0	
Motion:	Mrs. Galindo moved to approve Board Policy 4030 Non Discrimination in Employment for second reading and adoption.	BOARD POLICY 4030 NON DISCRIMINATION IN EMPLOYMENT (SECOND READING AND ADOPTION)
Second:	Mr. Collins	
Vote:	5-0	
Motion:	Mr. Cunneen moved to approve Board Policy 4119.11 4219.11 4319.11 Sexual Harassment for first reading.	BOARD POLICY 4119.11 4219.11 4319.11 SEXUAL HARASSMENT (FIRST READING)
Second:	Mrs. Schultz	
Vote:	5-0	
Motion:	Mrs. Galindo moved to approve Board Policy 6190 Evaluation of Instructional Program for first reading.	BOARD POLICY 6190 EVALUATION OF INSTRUCTIONAL PROGRAM (FIRST READING)
Second:	Mrs. Crandall	
Vote:	5-0	
Motion:	Mr. Collins moved to approve Board Policy 0460 Local Control Accountability Plan for first reading.	BOARD POLICY 0460 LOCAL CONTROL ACCOUNTABILITY PLAN (FIRST READING)
Second:	Mrs. Galindo	
Vote:	5-0	

Motion: Mrs. Schultz moved to approve Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and California School Employees Association, Chapter #358 for 2016-17 School Year.

Second: Mr. Cunneen

Vote: 5-0

Motion: Mr. Collins moved to approve Agreement between California School Employee Association, Chapter #358 and Fountain Valley School District.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mr. Collins moved to approve the Employment Contract for Superintendent.

Second: Mrs. Galindo

PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 FOR
2016-17 SCHOOL
YEAR
AGREEMENT
BETWEEN
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 AND
FOUNTAIN VALLEY
SCHOOL
DISTRICT
APPROVAL FOR
EMPLOYMENT
CONTRACT FOR
SUPERINTENDENT

Mrs. Crandall made the following statement:

“Pursuant to Government Code section 54953, subdivision (c)(3), the Board provides this oral summary of the salary and/or fringe benefit increase recommendation for the following local agency executive:

Superintendent, Dr. Mark Johnson, whose contract is retroactive to July 1, 2016 with a term through June 30, 2020, and an annual compensation of \$237,850 for the 2016-17 school year, which is inclusive of longevity and a \$3,000 doctoral stipend. In addition, a one-time payment of \$9,500 shall be paid upon signing of this agreement. The Superintendent, also, receives a mileage allowance of \$300 per month, an annual paid Executive Health Screening and Health and Welfare Benefits not to exceed \$9,000.”

Vote: 5-0

- | | | |
|----------------|--|---|
| Motion: | Mr. Cunneen moved to adopt Resolution 2017-18: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 10, 2017. | RESOLUTION 2017-18:
RESOLUTION OF
APPRECIATION TO
OUR |
| Second: | Mrs. Schultz | SCHOOL NURSES ON |
| Vote: | 5-0 | NATIONAL SCHOOL
NURSE DAY, MAY 10,
2017 |
| Motion: | Mrs. Schultz moved to adopt Resolution 2017-19: In Celebration of May 10, 2017 as California's Day of the Teacher and May 8-12, 2017 as Teacher Appreciation Week. | RESOLUTION 2017-19:
IN CELEBRATION OF
MAY 10, 2017 AS
CALIFORNIA'S DAY
OF THE TEACHER
AND MAY 8-12, 2017
AS |
| Second: | Mrs. Galindo | TEACHER |
| Vote: | 5-0 | APPRECIATION WEEK |
| Motion: | Mr. Cunneen moved to adopt Resolution 2017-20: In Celebration of Fountain Valley School District's Classified Employee Week: May 15-19, 2017. | RESOLUTION 2017-20:
IN CELEBRATION OF
FOUNTAIN VALLEY
SCHOOL DISTRICT'S
CLASSIFIED |
| Second: | Mrs. Galindo | EMPLOYEE WEEK:
MAY 15-19,
2017 |
| Vote: | 5-0 | |
| Motion: | Mrs. Galindo moved to approve the Consent Calendar. | CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS |
| Second: | Mr. Collins | |
| Vote: | 5-0 | |

The Consent Calendar included:

- Board Meeting Minutes from the March 9th regular meeting
- Board Meeting Minutes from March 23rd special meeting
- Board Meeting Minutes from March 30th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- 2015/2016 Program Effectiveness
- Williams Quarterly Report for Third Quarter 2016-17

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Congratulated and thanked the Board for their dedication and work including their study of some very sizeable agendas, and their thoughtful questions and careful evaluation of important decisions. He commended and thanked them for time that they each give to Board work and their dedication to the students and staff of our District. Regarding our recognitions this evening, he noted that he is grateful for these events, that our staff join us for these celebrations and for the joy he sees in the families as their student is honored. In addition, he commended Mrs. Fullerton for her presentation this evening. He highlighted as well the basketball tournament at Masuda, noting specifically the middle school band performance led by Mr. C. In closing, he thanked the audience this evening, wishing everyone a relaxing holiday break.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 9:17pm.

Second: Mrs. Galindo

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

April 27, 2017

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Absent:	
Jeanne Galindo	Member

Motion: Mr. Cunneen moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Collins

Vote: 4-0

Mrs. Lucchese led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

BOARD WORKSHOP

Architectural firm, Rachlin Partners, joined Assistant Superintendent, Business, Chris Fullerton, to discuss next steps for construction projects related to the passing of Measure O, with the Board of Trustees. Mrs. Fullerton opened the workshop with a summary of items to be discussed this evening including: Rachlin's work to date, an introduction of value engineering including a school site sample, project summary, discussion of possible additional funding sources for science labs, and receiving direction on the Big 5. Mrs. Fullerton defined the Big 5 as priorities identified in the Facilities Master Plan (FMP) including: air conditioning, roofs and windows, infrastructure for HVAC, safety and security, and paint and ceilings. Mr. Ingrassia from

BOARD WORKSHOP:
RACHLIN PARTNERS

Rachlin Partners reviewed Rachlin's work to date including reviewing the FMP, meeting with staff and walking 7 of our 10 school sites, and value engineering the work to be done in order to deliver on the promise to the community, given the budget. In addition, following a review of value engineering and a sample school site, Mrs. Fullerton reviewed the need for science rooms at the middle schools, as well as possible funding sources to explore including: deferred maintenance, the sale of Crossroads, investment revenue, and one-time money. Following discussion, the Board gave direction to move forward with design regarding the scope of work for our first two campuses as presented.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mr. Collins moved to adopt Resolution 2017-22: Increase to Revolving Cash	RESOLUTION 2017-22: INCREASE TO REVOLVING CASH
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Second:	Mrs. Schultz
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Vote:	4-0 (Absent: Galindo)
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SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked the Board of Trustees.

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 6:56pm.

Second: Mr. Collins

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
May 18, 2017**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SPORT TOURNAMENT CALENDAR FOR 2017-2018 SCHOOL YEAR (see attachment).

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHERS, ELIZABETH NGUYEN, NICOLE KNUTSEN, AND LAURIE ZEBARTH EFFECTIVE 05/01/2017 HOURLY RATE OF PAY \$29.79.

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	Agnes, Nicole	School Counselor	Fulton	06/24/2017
1.3.2	Warnock, Stephen	Resource Specialist	Fulton	06/24/2017

1.4 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>
1.4.1	Doyle, Jill	Classroom Teacher	Oka	Child Bonding	05/15/2017
1.4.2	Wallace, Julie	Classroom Teacher	Plavan	Personal	2017-18 school Year Yr.

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDER FOR YEAR ONE 2016-2017 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>BUDGET</u>	<u>DATE</u>
1.5.1	Valdivia, Anna	Support Provider	\$1,200.00	016109275-1954	2016-17 School Year

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CLINICAL AFFILIATION AGREEMENT FOR SCHOOL NURSE PROGRAM WITH CALIFORNIA STATE UNIVERSITY, FULLERTON EFFECTIVE JULY 1, 2017 TO JUNE 30, 2020.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
May 18, 2017**

2.0 EMPLOYMENT FUNCTIONS

**2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED
LEAVES OF ABSENCE:**

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Macias, Corina	Gisler	Preschool Aide	Medical	05/01/2017
2.1.2	Sueda, Nancy	Cox	Office Assistant	Medical	05/03/2017
2.1.3	Inkster, Patricia	Courreges	IA Special Education	Medical	05/12/2017

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Mandzik, Susan	Talbert	IA SH/PH	06/24/2017
2.2.2	Nguyen, Ha	District Office	Community Liaison	08/01/2017
2.2.3	Ron, Gary	Grounds Dept.	Grounds Supervisor	07/01/2017
2.2.4	Taylor, Marie	Cox ESP	ESP Instructor	06/24/2017
2.2.5	Hull, Kristie	Cox	Library/Media Technician	06/26/2017

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

May 18, 2017

<i>EDUCATIONAL SERVICES</i>

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	BRIGNARDELLO, Alyssa (Fulton)	Sports Coach for girls track	\$250 stipend + benefits (per sport)	010232989-1115	2016/2017 school year
3.2	BRIGNARDELLO, Leo (Fulton)	Sports Coach for boys track	\$250 stipend + benefits (per sport)	010232989-1115	2016/2017 school year
3.3	HOELKER, Christine (Fulton)	Sports Coach for girls track	\$250 stipend + benefits (per sport)	010232989-1115	2016/2017 school year
3.4	YAMABE, Kevin (Fulton)	Sports Coach for boys track	\$250 stipend + benefits (per sport)	010232989-1115	2016/2017 school year

4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	GENDY-SHAKER, Dr. Elizabeth	Provide annual "Review of Occupational Therapy Services" & sign as District Physician on all Occupational Therapy Prescriptions. Review & sign every 2 years the "Determination of Medical Necessity for Speech/ Language Therapist" (Support Services)	\$800.00	010019961-5813	2016/2017 thru 2017/2018 school year

5.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	FCMAT CBO Mentor Program thru CASBO and FCMAT	Chris Christensen (Courreges)	Sacramento CA	\$500.00	012719275-5210	April, 2016 thru March, 2017

REASON FOR LATE SUBMITTAL: Information not available for approval at the April Board Meeting.

5.2	Leveled Literacy Intervention Primary PD Seminars, Grade K-2 ~ 3 days thru Heinemann	Lara Epling (DO TOSA)	Laguna Niguel, CA	\$400.00	010055675-5210	June 12-13, 2017, with day 3 TBD in Fall, 2017
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FOUNTAIN VALLEY SCHOOL DISTR

PERSONNEL

TO: All Schools

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: **Sport Tournament Dates**

DATE: March 15, 2017

Please note the tournament dates for the **2017-2018** School Year. Those attending require many substitutes and buses. As you plan school calendars, avoid scheduling activities, which require substitutes on these days.

<u>DATE</u>	<u>ACTIVITY</u>	<u>LOCATION</u>
Wednesday, 11/15/2017	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 02/07/2018	VOLLEYBALL	FULTON MIDDLE SCHOOL
Wednesday, 04/18/2018	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 06/06/2018	TRACK and FIELD	FULTON MIDDLE SCHOOL

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 5/18/2017

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Cox PTO	\$1,357.20	Field Trip Transportation - Certified
	Cox PTO	\$944.00	Field Trip - 1st grade
FULTON			
	Benevity Community Impact Fund	\$163.84	Principal's Discretion
	Benevity Community Impact Fund	\$29.13	Principal's Discretion
OKA			
	Pacific Life Foundation	\$50.00	Textbooks, Teacher, Technology
PLAVAN			
	Plavan PTO	\$49.14	Instructional Supplies
	Plavan PTO	\$1,456.00	Transportation for ski trip
TALBERT			
	Talbert PTO	\$5,000.00	AR/Renaissance Learning Subscription
	Talbert PTO	\$2,134.00	Sports Stipends, School Clubs
	Talbert PTO	\$335.00	STEAM Release days

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING MAY 18, 2017**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 76188 - 76571

Dates: 4/3/2017 - 5/8/2017

Fund 01	General Fund	424,586.44
Fund 12	Child Development	42,631.33
Fund 13	Cafeteria	116,053.95
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	14,248.26
Fund 68	Worker Comp	72,402.86
Fund 69	Insurance	449,167.23

TOTAL	\$	1,119,090.07
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4314	WALTERS WHOLESALE ELECTRIC CO	256.99	256.99	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4315	CRANDALL'S PLUMBING INC.	240.00	240.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4318	SHIFFLER EQUIPMENT SALES INC.	445.38	445.38	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4319	TOMARK SPORTS	201.10	201.10	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4320	OMEGA FIRE PROTECTION	232.36	232.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4321	BUDGET BLINDS	2,065.50	2,065.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4322	TIME AND ALARM SYSTEMS INC.	260.00	260.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4323	ABM WINDOW CLEANING	1,250.00	1,250.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4330	RITEWAY AUTO PAINT AND BODYWOR	1,559.54	1,559.54	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20R1249	ARIEL SUPPLY INC.	462.52	462.52	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R1256	FOLLETT SCHOOL SOLUTIONS INC.	495.16	495.16	011403155 4230	Library Services - Gisler / Lost Books Rebate
K20R1261	LAKESHORE LEARNING MATERIALS	198.00	198.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
K20R1287	PACIFIC COACHWAYS	2,176.00	2,176.00	010011689 5811	Donations - Newland / Transportation Outside Agency
K20R1300	LEGO BRAND RETAIL INC.	166.60	166.60	010142989 4311	Donations - Fulton / Elective Supplies
K20R1317	US GAMES	548.29	548.29	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R1352	READ NATURALLY	690.00	690.00	010013789 5826	Donations - Oka / Licensing/Software,Maint/Supp
K20R1356	CERTIFIED TRANSPORTATION BUS C	1,294.80	1,294.80	010143889 5811	Donations - Talbert / Transportation Outside Agency
K20R1357	PLAYSCRIPTS INC	86.20	86.20	010143889 4311	Donations - Talbert / Elective Supplies
K20R1359	AMAZON.COM LLC	288.27	288.27	010114055 4399	Title I - Plavan / Equipment Under \$500
K20R1363	PCMG INC	1,315.93	1,315.93	010124949 4320	Pacific Life Grant - Masuda / Computer Supplies
K20R1365	INSTRUMENTAL SAVINGS INC.	390.06	390.06	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
K20R1371	SHI INTERNATIONAL CORP	1,090.91	1,090.91	010013789 4399	Donations - Oka / Equipment Under \$500
K20R1373	ALIVE STUDIOS LLC	1,295.00	1,295.00	010013789 4310	Donations - Oka / Instructional Supplies
K20R1374	CRABTREE PUBLISHING COMPANY	593.72	593.72	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1375	PCMG INC	1,419.79	1,419.79	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R1376	CRABTREE PUBLISHING COMPANY	549.70	549.70	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1377	STUDIES WEEKLY INC.	998.33	998.33	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1378	LAKESHORE LEARNING MATERIALS	90.00	90.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20R1379	LAKESHORE LEARNING MATERIALS	377.13	377.13	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1381	SCIACCA, BRIAN R	4,000.00	4,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
K20R1384	LAKESHORE LEARNING MATERIALS	107.75	107.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1385	LAKESHORE LEARNING MATERIALS	137.92	137.92	010013232 4310	Sch Site Instr - Cox / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1386	LAKESHORE LEARNING MATERIALS	377.13	377.13	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1387	LAKESHORE LEARNING MATERIALS	107.75	107.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1388	LAKESHORE LEARNING MATERIALS	107.75	107.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1389	METRO BUSINESS SOLUTIONS INC.	140.05	140.05	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20R1390	GROWING EDUCATORS INC	594.00	594.00	010114055 5210	Title I - Plavan / Travel, Conference, Workshop
K20R1391	SHI INTERNATIONAL CORP	899.27	899.27	010113255 4410	Title I - Cox / Fixed Assets \$500-\$5000
K20R1393	SHI INTERNATIONAL CORP	401.30	401.30	012723232 4399	Sch Site Admin - Cox / Equipment Under \$500
K20R1394	SEHI COMPUTER PRODUCTS	10,198.56	9,352.72	010113255 4399	Title I - Cox / Equipment Under \$500
			845.84	010113255 4410	Title I - Cox / Fixed Assets \$500-\$5000
K20R1396	SCHOLASTIC BOOK ORDERS	150.86	150.86	010113255 4310	Title I - Cox / Instructional Supplies
K20R1397	STAPLES	400.00	400.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1398	RENAISSANCE LEARNING INC	8,081.50	8,081.50	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R1399	STAPLES	175.00	175.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1400	STAPLES	175.00	175.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1401	LAB AIDS INC.	183.80	183.80	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1402	SCHOLASTIC BOOK ORDERS	644.35	644.35	010113255 4310	Title I - Cox / Instructional Supplies
K20R1403	LAKESHORE LEARNING MATERIALS	107.75	107.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1404	LAKESHORE LEARNING MATERIALS	377.13	377.13	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1405	SOUTHWEST SCHOOL AND OFFICE SU	151.90	151.90	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R1406	SOUTHWEST SCHOOL AND OFFICE SU	150.18	150.18	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R1407	RENAISSANCE LEARNING INC	2,459.00	2,459.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R1414	J W PEPPER	494.14	494.14	010092976 4310	Instrumental Music-Fulton / Instructional Supplies
K20R1415	SCHOLASTIC MAGAZINE	93.63	93.63	010459275 4310	Pupil Achievement-Ed Services / Instructional Supplies
K20R1416	PALOS SPORTS	97.86	97.86	010014089 4310	Donations - Plavan / Instructional Supplies
K20R1420	ETA HAND2MIND	112.56	112.56	010055175 4310	State Standards-MATH / Instructional Supplies
K20R1421	TREETOP PUBLISHING	203.28	203.28	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20R1423	BAUDVILLE	205.28	205.28	012724949 4325	Sch Site Admin - Masuda / Office Supplies
K20R1425	CDWG	188.15	188.15	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R1426	APPLE COMPUTER ORDER DEPARTMEN	6,466.04	1,755.65	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			4,710.39	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R1427	HEINEMANN	8,564.34	8,564.34	011235675 4310	State Standards Discrt-READING / Instructional Supplies
K20R1428	HEINEMANN	6,898.88	6,898.88	011235675 4310	State Standards Discrt-READING / Instructional Supplies
K20R1429	STAPLES	215.50	215.50	010055175 4310	State Standards-MATH / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1430	AMAZON.COM LLC	70.32	70.32	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R1431	LAKESHORE LEARNING MATERIALS	43.76	43.76	010055175 4310	State Standards-MATH / Instructional Supplies
K20R1432	HEINEMANN	12,536.84	12,536.84	011235675 4310	State Standards Discrt-READING / Instructional Supplies
K20R1433	BOOKSOURCE	944.69	944.69	010114055 4310	Title I - Plavan / Instructional Supplies
K20R1434	IMAGE MARKET	436.60	436.60	010099276 4310	Instrumental Music-Insurance / Instructional Supplies
K20R1435	LINH & LINDA NGUYEN	5,600.00	5,600.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
K20R1437	LAKESHORE LEARNING MATERIALS	159.47	159.47	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1438	PALOS SPORTS	185.57	185.57	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R1440	STAPLES	205.53	205.53	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1441	GREAT BOOKS FOUNDATION	115.30	115.30	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1442	GUITAR CENTER INC.	474.16	474.16	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
K20R1443	CASBO	445.00	445.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
K20R1444	KANKAKEE SPIKEBALL INC	576.00	576.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R1445	GOPHER SPORTS EQUIPMENT	351.48	351.48	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R1446	AMAZON.COM LLC	75.08	75.08	012819771 4325	Personnel Commission / Office Supplies
K20R1447	BOOKSOURCE	766.69	766.69	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1448	ACCO (GBC) BRANDS USA LLC DBA	441.09	441.09	010014747 5645	Sch Site Instr - Courreges / Outside Srvs-Repairs & Mainten
K20R1450	SCHOOL NURSE SUPPLY INC	122.32	122.32	012732929 4327	Health Supplies - Fulton / Health Supplies
K20R1451	MACGILL FIRST AID	252.30	252.30	012732929 4327	Health Supplies - Fulton / Health Supplies
K20R1452	BOOKSOURCE	243.53	243.53	015514060 4310	Special Ed. - Plavan RSP / Instructional Supplies
K20R1453	SURPLUS TWO WAY RADIOS	114.02	114.02	012724040 4325	Sch Site Admin - Plavan / Office Supplies
K20R1454	HEINEMANN	1,016.82	1,016.82	011235675 4310	State Standards Discrt-READING / Instructional Supplies
K20R1455	ROYER STUDIOS, INC.	14,925.00	14,925.00	012539962 5813	Tobacco-Use-OCDE Instructional / Consultant
K20R1456	LAKESHORE LEARNING MATERIALS	134.69	134.69	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1457	STAPLES	242.44	242.44	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1458	LAKESHORE LEARNING MATERIALS	193.95	193.95	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1459	XCELL INC.	60.00	60.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
K20R1460	LAKESHORE LEARNING MATERIALS	192.87	192.87	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1461	LAKESHORE LEARNING MATERIALS	75.43	75.43	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1462	LAKESHORE LEARNING MATERIALS	58.19	58.19	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1463	LAKESHORE LEARNING MATERIALS	269.38	269.38	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1464	STAPLES	206.34	206.34	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1465	FOUNTAIN VALLEY SCHOOL DISTRIC	5,176.00	5,176.00	012849380 5450	Fiscal Services / Other Insurance

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1466	METRO BUSINESS SOLUTIONS INC.	76.11	76.11	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20R1467	SCHOLASTIC BOOK ORDERS	348.00	348.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1468	OFFICE DEPOT	331.06	331.06	012719165 4325	Superintendent / Office Supplies
K20R1469	SCHOLASTIC READING COUNTS!	338.21	338.21	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1470	SCHOLASTIC INC.	316.10	316.10	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R1471	SAMS CLUB	200.00	200.00	012819771 5828	Personnel Commission / Staff Recognition
K20R1472	GOPHER SPORTS EQUIPMENT	187.00	187.00	015619860 4310	Special Ed. - DIS--APE / Instructional Supplies
K20R1473	BOOKSOURCE	1,364.26	1,364.26	011533175 4310	Cotsen Foundation - Gisler / Instructional Supplies
K20R1474	BARNES AND NOBLE	2,158.12	2,158.12	011533175 4310	Cotsen Foundation - Gisler / Instructional Supplies
K20R1475	VIRCO MANUFACTURING	357.57	357.57	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20R1476	LAKESHORE LEARNING MATERIALS	650.33	650.33	010113755 4310	Title I - Oka / Instructional Supplies
K20R1477	APPLE COMPUTER ORDER DEPARTMEN	4,510.95	774.30	010113755 4310	Title I - Oka / Instructional Supplies
			3,736.65	010113755 4410	Title I - Oka / Fixed Assets \$500-\$5000
K20R1478	PCMG INC	893.93	893.93	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R1479	GLASSICAL DESIGNS INC.	379.58	379.58	012819771 5828	Personnel Commission / Staff Recognition
K20R1480	US GAMES	781.36	781.36	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R1481	SCHOOL SPECIALTY	32.03	32.03	010149380 5610	Promotion Activities / Outside Services - Rentals
K20R1482	EAI EDUCATION	116.15	116.15	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1483	STAPLES	378.95	378.95	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R1484	HEINEMANN	4,622.96	4,622.96	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R1485	TEXTBOOK WAREHOUSE	156.27	156.27	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R1486	APPLE COMPUTER ORDER DEPARTMEN	162.04	109.00	010011089 4399	Donations - Tamura / Equipment Under \$500
			53.04	015101060 4310	Special Ed. - Tamura SDC / Instructional Supplies
K20R1489	UCI	450.00	450.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R1490	SCHOLASTIC BOOK ORDERS	1,923.57	1,923.57	010113755 4310	Title I - Oka / Instructional Supplies
K20R1491	BOOKSOURCE	3,281.21	3,281.21	010113755 4310	Title I - Oka / Instructional Supplies
K20R1492	KAEDEN CORPORATION	89.72	89.72	010113755 4310	Title I - Oka / Instructional Supplies
K20R1493	AMAZON.COM LLC	2,797.55	2,797.55	010092976 4310	Instrumental Music-Fulton / Instructional Supplies
K20R1494	DON JOHNSTON INC.	1,293.41	1,293.41	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
K20R1495	PRO ED INC.	875.05	875.05	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
K20R1496	SUPER DUPER SCHOOL COMPANY	182.67	182.67	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
K20R1498	PEARSON CLINICAL ASSESSMENT	399.73	172.91	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			226.82	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1499	MHS INC.	1,054.04	1,054.04	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
K20R1500	PRO ED INC.	10,639.95	10,639.95	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
K20R1501	SOCIAL THINKING PUBLISHING	56.22	56.22	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
K20R1504	MEDIC FIRST AID INTERNATIONAL	414.04	414.04	012289963 4310	MAA - Instructional / Instructional Supplies
K20R1505	AWARDS & TROPHIES	13.00	13.00	012719165 4325	Superintendent / Office Supplies
K20R1506	AWARDS & TROPHIES	16.31	16.31	012719165 4325	Superintendent / Office Supplies
K20R1507	LYTLE SCREEN PRINTING INC.	148.70	148.70	012719165 4325	Superintendent / Office Supplies
K20R1508	FOUNTAIN VALLEY CHAMBER OF COM	15.00	15.00	012719165 5210	Superintendent / Travel, Conference, Workshop
K20R1509	FOUNTAIN VALLEY CHAMBER OF COM	50.00	50.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
K20R1510	FOUNTAIN VALLEY CHAMBER OF COM	50.00	50.00	012719165 5210	Superintendent / Travel, Conference, Workshop
K20R1511	HUNTINGTON BEACH CHAMBER OF CO	345.00	345.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
K20R1512	ACSA XVII	210.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			175.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
K20R1513	ASCD	89.00	89.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
K20R1514	AMAZON.COM LLC	113.89	26.93	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
			86.96	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R1515	WILLIAM V. MACGILL & CO	985.60	985.60	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
K20R1516	AMAZON.COM LLC	1,041.32	1,041.32	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
K20R1518	GANDER PUBLISHING	1,574.47	1,574.47	010019962 4310	Medi-Cal Billing - S&L / Instructional Supplies
K20R1519	HOUGHTON MIFFLIN HARCOURT	105.68	105.68	012299963 4311	Medi-Cal Billing-Psychologists / Elective Supplies
K20R1520	PEARSON CLINICAL ASSESSMENT	346.55	346.55	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
K20R1521	PSYCHOLOGICAL ASSESSMENT RESOU	694.19	694.19	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
K20R1522	PEARSON CLINICAL ASSESSMENT	712.08	712.08	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
K20R1523	PYRAMID EDUCATIONAL CONSULTANT	43.98	43.98	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
K20R1524	PRO-ED INC.	2,315.45	2,315.45	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R1526	SCHOLASTIC BOOK ORDERS	322.72	322.72	010113755 4310	Title I - Oka / Instructional Supplies
K20R1527	VIRCO MANUFACTURING	354.28	354.28	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
K20R1528	OFFICE DEPOT	199.33	199.33	012719165 4325	Superintendent / Office Supplies
K20R1529	OCSBA	175.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			140.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
K20R1530	LAKESHORE LEARNING MATERIALS	196.00	196.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20R1532	LAKESHORE LEARNING MATERIALS	500.00	500.00	010114055 4310	Title I - Plavan / Instructional Supplies
K20R1538	EDUCATIONAL MANAGEMENT SOLUTIO	14,698.50	14,698.50	012819771 5813	Personnel Commission / Consultant

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20S8040	VERITIV	22,627.50	22,627.50	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8042	METRO BUSINESS SOLUTIONS INC.	711.04	711.04	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8043	GRAINGER INC.	56.12	56.12	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8044	WAXIE	268.02	268.02	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8045	UNITED HEALTH SUPPLIES	750.37	750.37	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		212,962.99	212,962.99		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1255	SUNSET SCREEN PRINTING	567.68	567.68	120016086 4309	Outdoor Education - Child Care / Outdoor Education Supplies
K20R1351	TOYS R US	215.50	215.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R1408	HOME DEPOT	652.50	652.50	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
K20R1409	PREHISTORIC PETS	202.03	202.03	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1410	PREHISTORIC PETS	202.03	202.03	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1411	PREHISTORIC PETS	121.22	121.22	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1412	HARBOR BREEZE CORPORATION	107.75	107.75	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1413	GET AIR SURF CITY	431.00	431.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1418	GLOWZONE HUNTINGTON BEACH LLC	732.16	732.16	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1419	CITY OF LONG BEACH	217.66	217.66	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20R1422	DISCOUNT SCHOOL SUPPLY	135.94	135.94	120016098 4310	Extended School Instructional / Instructional Supplies
K20R1424	LAKESHORE LEARNING MATERIALS	174.00	174.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R1487	TOYS R US	217.50	217.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R1488	CDWG	279.38	279.38	120336098 4325	Extended School Administration / Office Supplies
Fund 12 Total:		4,256.35	4,256.35		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1525	CALIFORNIA DEPARTMENT OF EDUCA	722.80	722.80	133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:	722.80	722.80		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/18/2017

FROM 04/01/2017 TO 04/30/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			217,942.14		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/18/2017

FRO 04/01/2017 TO 04/30/2017

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4007	EWING IRRIGATION PRODUCTS	14,000.00	+2,000.00	012899390 4343	Gardening / Gardening Supplies
K20M4019	GRAINGER INC.	16,500.00	+3,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4021	HOME DEPOT	20,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4026	PRO PACIFIC BEE REMOVAL	700.00	+200.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4029	SMARDEN SUPPLY COMPANY	26,000.00	+2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4036	WAXIE	8,500.00	+1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
K20M4245	AMERICAN ENVIRONMENTAL SPECIAL	1,365.50	+865.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4281	AMERICAN ENVIRONMENTAL SPECIAL	2,278.41	+1,673.44	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4285	UNITED PARCEL SERVICE	51.28	+21.28	012869390 5930	Maintenance / Postage, Parcel, & Delivery
K20R0341	METRO BUSINESS SOLUTIONS INC.	43,740.00	+10,000.00	010019380 4330	School Equipment / Printing/Xerox Supplies
			+8,000.00	010019380 4347	School Equipment / Repair & Upkeep Equip Supplies
			+500.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
K20R0625	ATKINSON ANDELSON LOYA RUDD &	55,000.00	+20,000.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
K20R0729	J W PEPPER	277.13	+52.13	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20X0029	PROCARE WORK INJURY CENTER	4,000.00	+500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
K20X0041	AWARDS & TROPHIES	1,500.00	-500.00	012719470 4325	Personnel Department / Office Supplies
K20X0044	CHIDESTER, MARGARET A.	12,000.00	+3,500.00	012159470 5830	Personnel - Legal Services / Legal Fees
K20X0165	KEENAN & ASSOCIATES	5,000.00	+3,000.00	012849380 5450	Fiscal Services / Other Insurance
K20X0536	HOME DEPOT	1,500.00	+500.00	010144989 4311	Donations - Masuda / Elective Supplies
Fund 01 Total:			+59,312.35		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/18/2017

FRO 04/01/2017 TO 04/30/2017

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1002	PAUL H. BROOKES PUBLISHING CO.	1,006.40	+855.01	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20X0261	SAMS CLUB	8,640.00	+2,160.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
K20X0282	SMART & FINAL	19,440.00	+4,320.00	123206098 4710	Extended School Food Service / Food
K20X0287	WHAT A LOT OF PIZZA	2,175.00	+555.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
K20X0288	WHAT A LOT OF PIZZA	1,631.25	+551.25	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
Fund 12 Total:			+8,441.26		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/18/2017

FRO 04/01/2017 TO 04/30/2017

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1129	SENSOSCIENTIFIC INC	7,693.45	+36.60	133207380 4399	Cafeteria Fund / Equipment Under \$500
			+1,071.91	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
	Fund 13 Total:		+1,108.51		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/18/2017

FRO 04/01/2017 TO 04/30/2017

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4247	AMERICAN ENVIRONMENTAL SPECIAL	2,000.00	+1,500.00	402998990 5899	Moiola Improvement Projects / Other Operating Expenses
Fund 40 Total:			+1,500.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/18/2017

FRO 04/01/2017 TO 04/30/2017

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:

+70,362.12

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2017 33

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		956.00
3101	STRS-CERTIFICATED POSITIONS		120.00
3313	MEDICARE-CERTIFICATED		14.00
3501	SUI-CERTIFICATED		1.00
3601	WORKERS'COMP-CERTIFICATED		22.00
4200	BOOKS OTHER THAN TEXTBOOKS		323.00
4300	MATERIALS & SUPPLIES		2,377.00
5600	RENTAL,LEASE,REPAIR & NON CAP		1,876.00
5713	Direct Cost-Printing & Reprod		41.00
5800	PROF/CONS SERV & OPER EXPENSE		10,561.00
7619	IFT-TRFS OUT ALL OTHER IFTs	500,000.00	
8000	REVENUE LIMIT SOURCES	500,000.00	
8600	LOCAL INCOME		37,791.00
9790	UNASSIGNED/UNAPPROPRIATED		21,500.00
Subfund Total:		1,000,000.00	75,582.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 18, 2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2017 34

Adjustment of Funds

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
8000	REVENUE LIMIT SOURCES		500,000.00
8900	INCOMING TRANSFERS	500,000.00	
Subfund Total:		500,000.00	500,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 18, 2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2017 32

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		9,283.00
2100	INSTRUCTIONAL AIDES' SALARIES		521.00
2400	CLERICAL & OFFICE SALARIES		132.00
2900	OTHER CLASSIFIED SALARIES		749.00
3101	STRS-CERTIFICATED POSITIONS		1,088.00
3202	PERS-CLASSIFIED		91.00
3313	MEDICARE-CERTIFICATED		135.00
3314	MEDICARE-CLASSIFIED		20.00
3353	ARP-CERTIFICATED		1.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		7.00
3356	OASDI-CLASSIFIED		42.00
3501	SUI-CERTIFICATED		8.00
3502	SUI-CLASSIFIED		2.00
3601	WORKERS'COMP-CERTIFICATED		200.00
3602	WORKERS'COMP-CLASSIFIED		43.00
4200	BOOKS OTHER THAN TEXTBOOKS	240.00	
4300	MATERIALS & SUPPLIES	15,448.00	54,377.00
4400	NONCAPITALIZATION EQUIPMENT		1,692.00
5200	TRAVEL & CONFERENCES		1,521.00
5400	INSURANCE		2,500.00
5600	RENTAL,LEASE,REPAIR & NON CAP	8,175.00	400.00
5713	Direct Cost-Printing & Reprod	77.00	36.00
5800	PROF/CONS SERV & OPER EXPENSE	53,494.00	4,509.00
9780	OTHER ASSIGNMENTS	11,339.00	
9790	UNASSIGNED/UNAPPROPRIATED		11,416.00
Subfund Total:		88,773.00	88,773.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 18, 2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Student Accident Insurance – 2017-18**
DATE: May 5, 2017

Background:

School districts do not provide medical/dental insurance coverage for students who are accidentally injured at school. Districts may, however, approve the selection of an insurance company to distribute information to parents regarding a student accident insurance plan for parent election, on a voluntary basis, and at parent cost. While rates are somewhat similar between companies, BCS Insurance Company, administered by Meyers-Stevens & Toohey & Company, Inc., offers a low-cost plan which provides the most extensive coverage.

Insurance coverage is required for all sports and extracurricular activities such as cheerleading and band. The coverage provided by the above policy meets this requirement.

Fiscal Impact:

There is no cost to the District, as coverage and fees are voluntarily elected and paid for by parents.

Recommendation:

It is recommended that the Board of Trustees approves the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2017-18 school year.



Child Development Programs
Fountain Valley School District
Curriculum and Instruction
Child Care Programs Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **BOARD RESOLUTION, SCHOOL READINESS CONTRACT
WITH THE CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY**
DATE: May 15, 2017

Background:

The Children and Families Commission of Orange County requires approval of the contract for the State Preschool Program for the years 2017-2020. Attached is the contract and the Project Summary.

Fiscal Impact:

The School Readiness contract is not to exceed \$439, 825 for the contract years July 1, 2017 - June 30, 2020, providing a maximum of \$133, 775 per year for staffing and \$10,000 per year for Direct Project Expenses.

Recommendation:

It is recommended that the Board of Trustees approves the School Readiness Contract for the years July 1, 2017-June 30, 2020.

AGREEMENT FCI-SD3-07

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

FOUNTAIN VALLEY SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of July, 2017 (“Date of Agreement”) is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **FOUNTAIN VALLEY SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his or her authorized designee (“ADMINISTRATOR”).

RECITALS

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

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

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

D. On February 1, 2017, COMMISSION took action and awarded \$431,325 to CONTRACTOR (\$131,325 for three years of Early Learning Specialist Services and \$300,000 for three years of School Readiness Nurse Services) for the period July 1, 2017 through June 30, 2020.

E. On February 1, 2017, COMMISSION took action and awarded an amount not to exceed \$8,500 to CONTRACTOR to provide services implementing the Early Development Index (EDI) project for the period July 1, 2017 through June 30, 2020.

F. COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of

the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

G. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

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

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

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 of this Agreement.

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

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

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

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

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

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be

deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or agreement for professional services (each and all referred to as a “Subcontract”) for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers,

Commissioners, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

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

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

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

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificates shall verify that on behalf of Fountain Valley School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees,

individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

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

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

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

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

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

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this agreement, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

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

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

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

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) Required Coverage Forms

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

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

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

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

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

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

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

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

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

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

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

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

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

(i) The coverage shall include:

(A) Premises and Operations.

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

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

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

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

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

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.4 Change in Coverage. COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

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

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

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

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

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

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

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

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

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

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

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

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

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

Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

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

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

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

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

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

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

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

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

8.4.3 CONTRACTOR to Maintain Complete Personnel Records.

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

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

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

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

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

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

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

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

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

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

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

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

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the

use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

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

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

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.20.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.20.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.20.3 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.21 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

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

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

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

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

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

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

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

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

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

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

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol attached hereto and incorporated by this reference as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation

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

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

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

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

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects or as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

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

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

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

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

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with

all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

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

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

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

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

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

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

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized

representatives, and First 5 California and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party’s normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange, and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR’s books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Four Hundred Thirty Nine

Thousand Eight Hundred Twenty Five Dollars (\$439,825) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2017 through June 30, 2018 shall be \$143,775.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2018 through June 30, 2019 shall be \$143,775.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2019 through June 30, 2020 shall be \$143,775.

15.1.4 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2017 through June 30, 2020 shall be \$8,500.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project

Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

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

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

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

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

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

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

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

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

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to, certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant

shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

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

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

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

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

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

17. RECORDS

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

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

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

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

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

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

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

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

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to

CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

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

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, the State of California, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

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

COMMISSION: **Children and Families Commission of Orange County**
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

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

23. RIGHTS OF TERMINATION

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or

otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

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

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

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

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

25. REVERSION OF ASSETS

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

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

expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

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

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

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

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION

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

Dated: _____

By: _____
Chair

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

By: _____
Robin Stieler
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

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

Dated: _____

By: _____
Dr. Mark Johnson, Superintendent

EXHIBIT A
PROJECT SUMMARY
FOUNTAIN VALLEY SCHOOL DISTRICT
Agreement # FCI-SD3-07
School District Services
Term: July 1, 2017 through June 30, 2020

1. FUNDING RECIPIENT

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

Contact: Steve McLaughlin, Ed.D., Assistant Superintendent,
Curriculum and Instruction, 714-843-3285,
mclaughlins@fvsd.us

Work Plan and Data Entry Contact: Mona Green, Early Learning Specialist, 714-962-
4072, greenm@fvsd.us

Caity Engel, School Readiness Nurse, 714-843-3279,
engelc@fvsd.us

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

Designated Level of Data Reporting: **AMM and CLDM**

Signatories: Dr. Mark Johnson, Superintendent, 714-843-3255, johnsonm@fvsd.us

2. BACKGROUND

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

3. PURPOSE AND SCOPE OF WORK

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

Work within CONTRACTOR's protocols for the implementation of the project.

Regularly communicate and document the goals and progress, and participate in training opportunities provided through this Agreement.

Participate in regularly scheduled business meetings scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.1 EARLY LEARNING SPECIALIST

3.1.1 Assign a qualified Early Learning Specialist (ELS) to be responsible for the services described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The qualified ELS is deemed someone with the expertise to execute the Scope of Work, serve as the main contact for the agreement, and responsible for executing the assigned duties.

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

3.1.3 Build relationships to ensure communication with outside agencies (including private and faith-based programs) providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district's activities; and with district early primary teaching staff.

3.1.4 Act as an advocate within the school district to promote the importance and benefits of early learning for children's school success, including ensuring District administrators understand the COMMISSION'S Early Learning goals and progress.

3.1.5 Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Accountability Plan, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

3.1.6 As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2019/20-21.

3.1.7 Implement evidence-based early math/Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District's early learning programming.

3.1.8 Participate in professional development opportunities including the areas of early math and STEM.

3.1.9 Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on communication norms, delays, strategies and informing them of related resources including written materials and online support.

3.1.10 As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

3.1.11 Provide school readiness information and materials to parents and early education providers (including private and faith-based programs through workshops, trainings, and paper or electronic distributions).

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

3.1.13 Create and implement a plan to capture preschool student data into District's student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

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

3.1.15 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks including private and faith-based programs.

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

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

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

3.1.18.1 Planning for implementation of future EDI cycles.

3.1.18.2 Administer EDI as scheduled in kindergarten classrooms within the district.

3.1.18.3 Incorporate EDI data into local community and district planning efforts, for the purpose of:

- Develop community partnerships to increase familiarity and use of EDI, guide project development, and generate in-depth internal discussion. Activities may include parent presentations and community partner meetings for the purpose of analyzing and discussing the results of the data.

- Use EDI data to support the inclusion of early learning activities in the district LCAP.

3.1.19 Develop a strategic plan to increase investments in Early Learning based on EDI results.

3.1.20 Promote a countywide agenda for young children.

3.1.21 Develop connections with private preschools and family care; and use data to evaluate long term outcomes and coordinate services with k-12 systems.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 1.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to healthcare for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurses shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's Early Learning Specialist and the District Coordinating Nurse on a regular basis; consult with local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to faith-based and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with; outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.4 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

3.2.6 Partner with COMMISSION to perform in-depth analysis of current SRN scope of work and assist in identifying any scope adjustments needed for optimal program functioning.

4. ATTACHMENTS TO EXHIBIT B

4.1 Staffing

Exhibit A
Page 4 of 5

4.2 Direct Project Expenses

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

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

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Date of Draft: 4/7/17

Commission Lead: Cinda Muckenthaler

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/7/2017

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/7/2017

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fountain Valley School District	Early Learning	Mona Green	714.231.0899	FCI-SD3-07

Project Abstract (a short description of the project):

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Increased percent of children growing up in healthy and safe environments	Specialty Care	HC.4.4 Increase the number of medically fragile infants or children with chronic and disabling conditions who receive specialty medical and/or behavioral health services	HC.4.4.8a Parents receive speech and language services	Parents	20 unduplicated parents	7/1/17	6/30/18	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) Notes: Describe services provided Not required to use any specific method to meet this milestones.

Goal 2. STRONG FAMILIES

Exhibit A-1

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Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Increased access to and availability of family support services and resource	Behavioral Health Services	SF.4.2 Reduce gap between children referred for behavioral health conditions and those getting services	SF.4.2.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	20 unduplicated providers	7/1/17	6/30/18	Providers: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of provider trainings on child behavioral health issues Notes: Describe services provided in relation to behavior health strategies in classrooms

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children Being Read To By Parents/ Caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	235 unduplicated parents	7/1/17	6/30/18	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) Notes: Describe services provided
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation,	Children Being Read To By Parents/ Caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home	EL.1.2.1 Books distributed to children	Books	500 Books	7/1/17	6/30/18	Services: # of books distributed in month reporting Notes: Brief description of distribution

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
social expression, and self-care and motor skills								
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Literacy Proficiency	EL.1.3 75% of typically developing children are effective learners in literacy	EL.1.3.1 Children participating in early literacy programs	Children 0-5	235 unduplicated children	7/1/17	6/30/18	Children: # of children new in first month of service, repeat in subsequent months of service. Services: Total number of child contacts (total # of children multiplied by the number of reading sessions/programs each attended) Notes: Describe services provided,
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Parents	15 unduplicated parents	7/1/17	6/30/18	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) Notes: Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link)	Children 0-5	15 unduplicated children	7/1/17	6/30/18	Children: # of children new in first month of service, repeat in subsequent months of service. Services: Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended) Notes: Describe services provided. In

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			OPTIONAL					first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Parent Knowledge of School Readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	235 unduplicated parents	7/1/17	6/30/18	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) Notes: Brief description of services provided.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Provider Knowledge of School Readiness	EL.3.2 Increase provider's knowledge and involvement in preparing children for school	EL.3.2.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts.	Activities	10 Activities	7/1/17	6/30/18	Services: # of activities that are accomplished throughout the school year Notes: Brief description of activities including planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition Planning	EL.4.1 All schools in Orange County are prepared for incoming	EL.4.1.1 Children visit Kindergarten classrooms prior	Children 0-5	50 unduplicated children	7/1/17	6/30/18	Children: # of children visiting classrooms (always new) Notes: Brief description of planning and/or implementation events

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		Kindergarteners	to start of school year					throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	235 unduplicated children	7/1/17	6/30/18	Children: # of children whose records were transferred (always new) Notes: Brief description of planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.3 Children entering preschool programs are assigned a unique identifier	Children 0-5	235 unduplicated children	7/1/17	6/30/18	Children: # of children assigned a unique identifier (always new) Notes: Update progress on assigning a unique identifier which will be transferred to the K-12 system upon completion of preschool.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1 Dollar amount raised from program fees/revenue	Dollars	\$750,000	7/1/16	6/30/17	Dollars: \$'s received in month reported Notes: Describe fund development efforts resulting from program fees and/or program revenue. Include brief description of funding source(s) and how \$'s are allocated to the program. Fee for Service
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1d Dollar amount raised from government funds/grants	Dollars	\$240,000	7/1/17	6/30/18	Dollars: \$'s received in month reported Notes: Describe fund development efforts resulting from government funding. Include brief description of funding source(s) and how \$'s are allocated to the program. Please indicate if local, State, Federal funding or combination of government sources. State Preschool/Title 1/LCAP/QRIS
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.3 Develop sustainability report and communicate progress on the sustainability plan to the Commission.	Reports	1 report	7/1/17	6/30/18	Services: # of reports completed Notes: Describe monthly efforts to achieve goal. When report completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and	CB.2.2 Improve service delivery	CB.2.2.1 Developing	Collaborations	5 collaborations	7/1/17	6/30/18	Services: # collaborations developed / # meetings attended. Count

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
	Networking	through collaboration and networking	partnerships, coordinating and collaborating with other agencies to improve service delivery (For faith based and/or private and/or preschool programs, report activities under CB.2.2.1a)					collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings Notes: Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1a Developing partnerships, coordinating and collaborating with faith based and/or private preschool school programs to improve service delivery	Collaborations	4 collaborations	7/1/17	6/30/18	Services: # faith based and/or private preschool program collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings Notes: Brief description of collaborations and partnerships.

Exhibit A-1

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Program	6 activities Coordinate with SRN #s	7/1/17	6/30/18	Services: # of activities completed Notes: Describe efforts to coordinate services with SRN and special education programs.
CB.2 Increase access and efficiency, quality and effectiveness	Professional Training and Development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services (including STEM related activities)	Provider	25 unduplicated providers	7/1/17	6/30/18	Providers: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of trainings Notes: Describe trainings provided and topics of trainings
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.5 Program staff will report the number of client intake records entered	Children 0-5	10 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	Children: Children 0-5 (new only)
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit	Children 0-5	10 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	Children: Children 0-5 (new only)

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			records entered for month reported					

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-07

Date of Draft: 3/4/17

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fountain Valley School District	School Nurse Program	Caity Engel	engelc@fvsd.us 949-843-3274	FCI-SD3-07

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

General Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2017 - July 31, 2017
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing,	HC 2.2.1 Children receive developmental and/or behavioral screening using evidence-based screening tools (i.e. PEDS, ASQ, ASQ-SE, MCHAT, Child Behavior Checklist).	Children 0-5	150 unduplicated children	7/1/17	6/30/18	Children: Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. Services: Total # of screenings provided during the month. Notes: Brief description of

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		speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						screenings provided and number of children referred for follow-up assessments based on screening results
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.2a Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	150 unduplicated children	7/1/17	6/30/18	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of dental screenings provided during the month. Notes: Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for	HC.2.2.2b Children screened for up to date immunizations	Children 0-5	200 unduplicated children	7/1/17	6/30/18	Children: # children 0-5 screened for immunizations (first time and repeat). Services: # of immunization screenings

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		developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						Notes: Brief description of immunization screenings including completion of State Immunization Report (if applicable)
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, PlusOptix12, etc)	Children 0-5	150 unduplicated children	7/1/17	6/30/18	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of vision screenings provided during the month. Notes: Brief description of services provided and number of children referred for follow-up assessment

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HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	150 unduplicated children	7/1/17	6/30/18	<p>Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p>Services: Total # of hearing screenings provided during the month.</p> <p>Notes: Brief description of services provided and number of children referred for follow-up assessment</p>
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	150 unduplicated children	7/1/17	6/30/18	<p>Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p>Services: Total # of body composition screenings provided during the month.</p> <p>Notes: Brief description of services provided and number of children referred for follow-up assessment.</p> <p>Note: Rescreen children with BMI >95% prior to the end of the school year to track changes in BMI</p>

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		receive appropriate referrals						
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	200 unduplicated children	7/1/17	6/30/18	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of health status screenings provided during the month. Notes: Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language,	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	50 unduplicated parents	7/1/17	6/30/18	Parents: Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. Services: Total # of referrals provided

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		behavior, psychosocial issues, and other special needs, and receive appropriate referrals						Notes: Brief description of referrals provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	15 unduplicated parents	7/1/17	6/30/18	Parents: # of parents linked to referred services. Services: Total # of linked referrals. Notes: Brief description.
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage.	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	3 unduplicated children	7/1/17	6/30/18	Children: # of target children 0-5 linked to health insurance (as a result of this program's efforts). Always new (no repeats). Notes: Brief description.

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EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-07

Date of Draft: 3/4/17

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17

HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home.	HC.3.2.1 Children are linked to a health care home	Children 0-5	3 unduplicated children	7/1/17	6/30/18	Children: # of children linked to a health home (as a result of this program's efforts). Always new. Notes: Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.
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Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.3 Office visits to improve knowledge of healthy child development Program notes: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.	Parent	150 unduplicated parents	7/1/17	6/30/18	Parents: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. Services: # of office visits Notes: Brief description.
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.4a Parents participate in parenting education classes on healthy child development	Parent	50 unduplicated parents	7/1/17	6/30/18	Parents: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of parent education classes Notes: Describe topic of each classes provided
SF.3. Increased parent knowledge and skills to help prepare children	Parent Knowledge of	SF.3.1 Increase parent	SF.3.1.5 Children receive health education classes	Children 0-5	100 unduplicated	7/1/17	6/30/18	Children: Children are "new" to this service in month where first

Exhibit A-1

Page 7 of 10

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
to reach their optimal potential	Healthy Child Development	knowledge of healthy child development			children			receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of health education classes (include classes on Nutrition and Physical Activity here). Notes: Describe classes
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	10 unduplicated providers	7/1/17	6/30/18	Providers: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of provider consultations Notes: Brief description.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-07

Date of Draft: 3/4/17
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17
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Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Activities	6 activities	7/1/17	6/30/18	Services: # of activities related to sustainability and/or coordination of services Notes: Describe efforts to sustain program and/or coordinate services
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB.3.1.4 Children with special needs* served *Special needs children are defined as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally" (Maternal and Child Health Bureau)	Children 0-5	30 unduplicated children	7/1/17	6/30/18	Children: # of children new in first month of service. No repeat. Notes: Document the types of special needs encountered
CB.3 Promote data to support decision making and program	Evaluation	CB.3.1 Develop high-	CB 3.1.5 Program staff will report the number of	Children 0-5	10 unduplicated	7/1/17	6/30/18	Children: Children 0-5 (new only)

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-07

Date of Draft: 3/4/17

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Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/7/17

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
improvement		quality program evaluations and reporting	client intake records entered		children			
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered	Children 0-5	10 unduplicated children	7/1/17	6/30/18	Children: Children 0-5 (new only)

Exhibit A-1

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EXHIBIT B
PROJECT BUDGET

Fountain Valley School District	Funds Due 7/1/17 – 6/30/18	Funds Due 7/1/18 – 6/30/19	Funds Due 7/1/19 – 6/30/20
Staffing	\$133,775	\$133,775	\$133,775
Direct Project Expenses	\$10,000	\$10,000	\$10,000
Capital Equipment	\$0	\$0	\$0
Subcontracts	\$0	\$0	\$0
Indirect/Administrative	\$0	\$0	\$0
TOTAL FUNDS DUE	\$143,775	\$143,775	\$143,775

Early Developmental Index	Funds Due 7/1/17 - 6/30/20
EDI Expenses*	\$8,500

* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

MAXIMUM PAYMENT OBLIGATION: \$439,825

Attachment 1 to Exhibit B

STAFFING TABLE

	7/1/17 - 6/30/18	7/1/18 - 6/30/19	7/1/19 - 6/30/20
	FTE	FTE	FTE
Position Title: School Readiness Nurse	Salary & Benefits	Salary & Benefits	Salary & Benefits
	1.0 FTE	1.0 FTE	1.0 FTE
	\$90,000	\$90,000	\$90,000

Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders, and promoting lifelong health and health practices in children through age five and their families.

Job Duties: Provide services as described in subparagraph **3.2** of Exhibit A to this Agreement.

Position Title: Preschool Teacher	.50 FTE	.50 FTE	.50 FTE
	\$43,775	\$43,775	\$43,375
	(District Contribution	(District Contribution	(District
	\$14,725)	\$16,875)	Contribution
			\$18,075)

Minimum Qualifications: Any combination equivalent to: graduation from high school supplemented by attaining a Children's Center Permit which consists of at least 24 post-secondary semester units or equivalent quarter units in Early Childhood Education (ECE) or Child Development (CD) and 16 general education units completed at an accredited college OR an AA or higher in ECE/CD or a related field with three units of supervised field experience an ICE/CD setting, and at least one year of teaching experience in a licensed day care center or comparable group child care program. Licenses: Children's Center Permit, Valid Pediatric First Aid Certificate, Valid Pediatric CPR Certificate and Valid California Driver License.

Job Duties: Provide services as described in subparagraph **3.2** of Exhibit A to this Agreement.

Attachment 1 to Exhibit B

Summary Table of Staffing Costs

7/1/17- 6/30/18	7/1/18 - 6/30/19	7/1/19 - 6/30/20
\$133,775	\$133,775	\$133,775

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

FY 17/18 Expense Type	Amount	Program:	1-2 sentence narrative description of expenses.
Category – Office Supplies	\$500	SRN	Annual cost for SRN office supplies
Category – Material and Supplies	\$500	SRN	Annual cost for SRN material supplies
Category – Mileage	\$500	SRN	Annual cost for SRN mileage
Category-Conferences	\$2,000	SRN	Annual cost for registration fees for conferences
Category – Health Supplies and Equipment	\$6,500	SRN	Annual cost for health supplies and equipment
FY 17/18 Total	\$10,000		

FY 18/19 Expense Type	Amount	Program:	1-2 sentence narrative description of expenses.
Category – Office Supplies	\$500	SRN	Annual cost for SRN office supplies
Category – Material and Supplies	\$500	SRN	Annual cost for SRN material supplies
Category – Mileage	\$500	SRN	Annual cost for SRN mileage
Category-Conferences	\$1,500	SRN	Annual cost for registration fees for conferences
Category – Health Supplies and Equipment	\$5,000	SRN	Annual cost for health supplies and equipment
Category – Postage	\$2,000	SRN	Annual cost for postage for SRN
FY 18/19 Total	\$10,000		

Attachment 2 to Exhibit B

Page 1 of 2

Attachment 2 to Exhibit B

FY 19/20 Expense Type	Amount	Program:	1-2 sentence narrative description of expenses.
Category – Office Supplies	\$500	SRN	Annual cost for SRN office supplies
Category – Material and Supplies	\$1,500	SRN	Annual cost for SRN material supplies
Category – Mileage	\$500	SRN	Annual cost for SRN mileage
Category – Health Supplies and Equipment	\$6,000	SRN	Annual cost for health supplies and equipment
Category – Postage	\$1,500	SRN	Annual cost for postage for SRN
FY 19/20 Total	\$10,000		

Attachment 2 to Exhibit B

Page 2 of 2

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Services ("Agreement") dated July 1, 2017 by and between **Children and Families Commission of Orange County** ("COMMISSION") and **Fountain Valley School District**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, "CONTRACTOR"), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

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

By: _____
Dr. Mark Johnson, Superintendent

Date: _____



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Parham Sadegh, IT Supervisor
SUBJECT: ***AWARD A CONTRACT TO APPS FORTE, INC. FOR THE
INTEGRATION OF HR 2.0 WITH DISTRICT'S MICROSOFT
ACTIVE DIRECTORY SYSTEM***
DATE: May 15, 2017

Background:

The District Informational Technology department utilizes Microsoft Active Directory database to automate network management of user data, security, e-mail and distributed resources. The District's personnel department uses HR 2.0, a database program sponsored by the Orange County Office of Education, to track important staff information such as hire date, leave date, retirement, and resignation date. It is important that these two systems are kept in-sync in order to ensure that new employees are able to access resources, and to ensure that employees who have severed service from the District no longer have access to those same resources. Apps Forte has developed a custom application that will upload all active users from HR 2.0 to Active Directory in bulk and maintain synchronization daily moving forward.

Fiscal Impact:

The first time bulk upload will incur a cost of \$2,000. Subsequent synchronizations are charged at a monthly rate of \$200. This will be funded through the current IT budget allocation.

Recommendation:

It is recommended that the Board of Trustees awards a contract to Apps Forte, for the integration of HR 2.0 with District's Microsoft Active Directory system.



Fountain Valley School District
Educational Services Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Julianne Hoefer, Director Educational Services
SUBJECT: APPROVAL OF AGREEMENT BETWEEN SCHOOL LOOP, INC.
AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PURCHASE
AND RECEIVE A SUBSCRIPTION TO SCHOOL LOOP'S
WEBBASED SERVICE
DATE: May 8, 2017

Background:

For approximately eight years, School Loop has provided the grade book and parent portal for our middle schools. School Loop integrates instruction, communication, and intervention tools into one simple system so students and their parents know where they stand, what to do, and how to do it well. Teachers regularly use School Loop to post assignments, track grades, and create websites. This allows families to be more connected to their student's classroom.

Fiscal Impact:

All expenses associated with this agreement will be covered by Educational Services funds as outlined in the District's LCAP.

Recommendation:

It is recommended that the Board of Trustees approves the updated contract for continued use between School Loop, Inc. and the Fountain Valley School District for the 2017-2018 school year.



Order Form

Customer Name: Fountain Valley School District

Start Date: 07/01/2017 **End Date:** 06/30/2018

Payment Summary

You will be billed once a year for each year per the terms in the Payment Notes.

School Year	Total Due for Year
17/18	\$17780.45

Detail

The following breaks down the total amount due each year by license and service:

Service Type	License/Service	Price	Unit	17/18
Integration Services	Grade Export Annual Support	\$1000.00	1.00	\$1000.00
Integration Services	SIS Integration Annual Support	\$1000.00	1.00	\$1000.00
SL Standard	CMS, Hosting and Support	\$.00	11.00	\$.00
SL Plus Gradebook	Secondary	\$6.65	2373.00	\$15780.45
Total 17/18				\$17780.45

General Notes

Payment Notes

Please send a purchase order to accounts@schoolloop.com or to your School Loop contact. We invoice off your PO, not off this order form, with payment due in 30 days. Annual software subscriptions and related annual services are billed once for each school year on July 1 of the corresponding year. You will be invoiced separately for each school year. Other services will be billed on PO.

By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Master Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Fountain Valley School District

School Loop, Inc.

By (Signature)

By (Signature)

Name/Title (Printed)

Mark Gross CEO / Founder

Name/Title

Date

Date

SCHOOL LOOP MASTER SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (“**Agreement**”) is agreed to by the Fountain Valley School District (“**Customer**”), with an address of 10055 Slater Ave, Fountain Valley, CA 92708 and School Loop, Inc., with an address of 41 Grant Ave, Suite 200, San Francisco, CA 94108 (“**School Loop**”). Customer and School Loop may sign forms (“**Documents**”) referencing this Agreement with order details including School Loop’s Order Form, or by Purchase Order, or any other agreed to document, and each such Document is subject to the terms of the Agreement. The Agreement is effective as of the date the first Document is signed by the Customer and School Loop (the “**Effective Date**”) through 06/30/2018, the end date of the term.

This Agreement permits Customer to purchase and receive a subscription to School Loop’s web-based Service (as defined below) for the period specified on the Document (the “**Subscription Term**”) and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer’s initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. Provision of Service. School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights (“**Users**”), and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the “**Service**”). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services.

1.2. Restrictions. 1.2. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. Professional Services. If School Loop and Customer agree separately in a Statement of Work (“**SOW**”), School Loop shall provide the professional consulting services described in that SOW (“**Professional Services**”). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW.

2. Customer Obligations

2.1. "Customer Content" means any data, information or other content of any type which is provided by Customer or any User to School Loop for inclusion in the Service; including, without limitation, data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Users is not a violation of FERPA or of any local laws or education codes.

2.2. Access to Service. If Customer or Users are given access to accounts on School Loop’s systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer’s and Users’ accounts.

2.3. User Consents. Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer’s convenience only and it is Customer’s responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user’s School Loop calendar to an external service).

2.4. Third Party Services. Customer acknowledges that the Service may permit Customer to integrate, at Customer’s and/or Users’ discretion, functionality provided by third party services. Such third party services are not considered part of the “**Service**” provided hereunder. By enabling any such third party services, Customer agrees that School Loop is not responsible for the accuracy, legality, availability or reliability of any such third party services, the acts or omissions of any providers of such third party services or any information made available in connection with such third party services. The manner in which such third party services use, store and disclose your information is governed solely by the policies of such third parties, and School Loop will have no liability or responsibility for the privacy practices or other actions of any provider of such third party service. As such, Customer agrees not to seek to hold School Loop liable or responsible for any damage or loss caused by or in connection with the use of such third party services. School Loop enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

3. Ownership

3.1. Rights in Customer Content. Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service except where doing so is in violation of FERPA or local laws or education code

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6.1 (Limited Warranty), or in the Order Form all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 6. Customer's subscription shall renew if and as described in the Order Form

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent any harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. 5.5. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 2.4 (Third Party Services), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.1 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. 6.1. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY

CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. Indemnity by School Loop. School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 9 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Customer Responsibility for Content. Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. "Confidential Information" means (a) any School Loop software, interfaces, web applications and documentation that are designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

9.2. Nondisclosure. The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the

confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. Exclusions. The obligations under this Section 10 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under applicable law.

9.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 10 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void. We may also share information about users in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In these circumstances, we will only share information with a company that has agreed to data privacy standards no less stringent than our own. In the event that information is shared in this manner, notice will be posted on our Site.

10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.4 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.5. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6. Entire Agreement. This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.7. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.8. Student Count Verification. Upon contracting, and once a year for the term of the contract, Customer shall furnish School Loop with official student enrollment figures for the district and for each school using the Service. If applicable to the type of license, this report will serve as the official student count each year for invoicing throughout the Subscription Term.

10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.10. Publicity. Subject to Customer’s sole discretion, which shall not be unreasonably withheld, School Loop shall have the right to use Customer’s name and logo as part of School Loop’s customer list.

10.11. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.12. Subcontractors.School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

10.13. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.14. Compliance with Laws. Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer’s obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

Fountain Valley School District
Customer

Name/Title

Signature

Date

School Loop, Inc
Mark Gross, CEO

Signature

Date

2016/2017

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: May 5, 2017

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: May 18, 2017

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

Student's Name	Non-Public School/Agency	100% Contract	Effective Dates
	Goodwill Industries of Orange County, CA DBA Assistive Technology Exchange Center W17205	\$1,000.00	March 27, 2017 to June 30, 2017

Approved by the FVSD Board of Trustees
May 18, 2017

Dr. Mark Johnson
Superintendent

Date:

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of May, 20 17, by and between Goodwill Industries of Orange County, CA DBA Assistive Technology Exchange Center 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 educational, programmatic, 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 Independent Educational Assistive Technology – Augmentative Alternative Communication

Evaluation services for student; ; SEISID XXXXXX, birthdate XX/XX/XXXX.

2. The Independent Contractor will commence providing services under this AGREEMENT on March 27, 2017 and will diligently perform as required and complete performance by June 30, 2017. 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 Contractor A total not to exceed \$1,000-- to include comprehensive assessment, written report and any related school visits and IEP meeting attendance. See IEE guidelines, Appendix A & B. for services pursuant to this AGREEMENT.
Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 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.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

- (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.

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 SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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 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 WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR**FOUNTAIN VALLEY SCHOOL DISTRICT**

Signature

Goodwill Industries of Orange County, CA
DBA Assistive Technology Exchange Center

Printed Name

410 North Fairview Street

Address

Santa Ana, CA 92703-3412

City, State, Zip

95-1644018

Federal ID for business/Social Security No. for individuals

Signature

Dr. Mark Johnson
Superintendent

10055 Slater Avenue
Fountain Valley, CA 92705

Date

Date