

BOARD OF TRUSTEES REGULAR MEETING

AGENDA

Board Room 10055 Slater Avenue Fountain Valley, CA February 15, 2018

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

M	
2^{nd}	
V	

BOARD WORKSHOP

1. BOARD WORKSHOP: CALIFORNIA VOTING RIGHTS ACT

Following the adoption of Resolution 2018-19 at the December 12, 2017 meeting, Superintendent Dr. Mark Johnson will be joined by Shawna McKee, Esq. with Atkinson, Andelson, Loya, Ruud and Romo to discuss with the Board of Trustees the next steps in establishing trustee areas and elections by-trustee areas.

PUBLIC COMMENTS

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

CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: Education Code 35146
- Negotiations: Government Code 54957.6

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

• Conference with Real Property Negotiator: *Government Code Section 54956.8*Property: Approximately 2.10 acres of land improved with a

43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site)

("Property").

Negotiating Parties: Fountain Valley School District (real property

negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange

(potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms

of payment issues associated with the proposed sale of

the Property to the potential Buyer.

• 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.

 Conference with Legal Counsel – Pending Litigation: Government Code Section 54956.9

(Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

• 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.

• PLEDGE OF ALLEGIANCE will by led by Cub Scout Pack 567 and Boy Scout Troop 567.

SPECIAL PRESENTATIONS

2. PRESENTATION OF FOUNTAIN VALLEY ROTARY GRANT IN SUPPORT OF FOUNTAIN VALLEY SCHOOL DISTRICT LITERACY PROGRAMS

Members of the Fountain Valley Rotary Club will join the Board of Trustees for the generous presentation of a \$3000 grant in support of Fountain Valley School District literacy programs.

3. RECOGNITION OF MIDDLE 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 Fulton Middle School, the Board shall recognize and thank Shauna Zukle and Karlyna Macey. From Masuda Middle School, the Board shall recognize and thank Crystal Abbott and Stephen Schwarz. And from Talbert Middle School, the Board shall recognize and thank Nicola Weiss and Laurey Yuro.

4. RECOGNITION OF MIDDLE 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 each of our middle schools: Fulton Middle School, Masuda Middle School and Talbert Middle School.

RECESS

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

5. PUBLIC HEARING ON INITIAL CONTRACT PROPOSALS BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2017-18

A public hearing shall be held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2017-18 school year. Public input is welcome.

PUBLIC COMMENTS

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

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

LEGIS	SLATIVE SESSION	
BOARD POLICY 3280 SALE O PROPERTY (SECOND READI	R LEASE OF DISTRICT-OWNED REAL NG AND ADOPTION)	$\begin{array}{c} M \\ 2^{nd} \\ V \end{array}$
to reflect changes in Education Co for sale and lease, specifically to o school with at least 80 students. In circumstances under which the Di	of District-Owned Real Property requires updates ode related to priorities for first offer of property delete the requirement of first offer to a charter in addition, changes were made to specify district is not required to convene a committee to property. BP 3280 is being brought to the Board of reading and adoption.	v
approves BP 3280 Sale or Lease o	1: It is recommended that the Board of Trustees f District-owned Real Property for second ry changes as indicated by the Board.	
BOARD POLICY 6142.93 SCII	ENCE INSTRUCTION (FIRST READING)	M 2 nd V
<u> </u>	struction is being brought to the Board of Trustees to the addition of the California Next Generation	•
	Example 2: It is recommended that the Board of Trustees 6142.93 for first reading, with necessary of Trustees.	
BOARD POLICY 6170.1 TRAN READING)	SITIONAL KINDERGARTEN (FIRST	M 2 nd V

Board Policy 6170.1 Transitional Kindergarten is being brought to the Board of Trustees for approval for first reading due to the addition of new language regarding the length(s) of the school day in the district's TK program.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves the revision to Board Policy 6170.1 for first reading, with necessary changes as indicated by the Board of Trustees.

9. REVISED BOARD POLICY 0400 COMPREHENSIVE PLANS (FIRST READING)

M ____

The update to Board Policy 0400 Comprehensive Plans includes the local control and accountability plan (LCAP) as a comprehensive plan of the District and emphasizes the need for consistency among the documents that set direction for the district.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves Board Policy 0400 Comprehensive Plans for first reading, with necessary changes as indicated by the Board of Trustees.

10. REVISED BOARD POLICY 0460 LOCAL CONTROL AND ACCOUNTABILITY PLAN (FIRST READING)

M 2nd _

The update to Board Policy 0460 Local Control and Accountability Plan (LCAP) deletes reference to the repealed LCAP template. The update adds a definition of "numerically significant subgroups" whose needs must be addressed in the LCAP.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves Board Policy 0460 Local Control And Accountability Plan for first reading, with necessary changes as indicated by the Board of Trustees.

11. NEW BOARD POLICY 0500 ACCOUNTABILITY (FIRST READING)

M ____

Board Policy 0500 Accountability reflects the new state accountability system (the California School Dashboard), which consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority addressed by the LCAP.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves new Board Policy 0500 Accountability for first reading, with necessary changes as indicated by the Board of Trustees.

12. REVISED BOARD POLICY 6020 PARENT INVOLVEMENT (FIRST READING)

M ____

The revised Board Policy 6020 Parent Involvement reflects requirements for parent involvement in schools receiving federal Title I, Part A funding, as

amended by the Every Student Succeeds Act, including expanding activities to include engagement of family members. The policy also reflects parent involvement as a state priority that must be addressed in the district LCAP.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves Board Policy 6020 Parent Involvement for first reading, with necessary changes as indicated by the Board of Trustees.

13. APPROVE SETTLEMENT AGREEMENT WITH CAL 200 PETITIONERS

M ____

In September of 2015, the Fountain Valley School District was named in a lawsuit, along with a number of other California school districts, alleging that students were not provided with 200 minutes of physical education instruction each ten school days, as required by Education Code 51210(g). The District has been represented in this matter by legal counsel provided through our liability provider, Keenan & Associates. District counsel has reached the attached settlement agreement in the case.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees approves the settlement agreement with the Cal200 petitioners.

14. RESOLUTION 2018-22 FINDING THE SALE OF DISTRICT PROPERTY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND PROVIDING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

M ____

As part of the District's planned sale of the real property located at 265 S. Anita Drive, Orange, CA, 92868 known generally as the Crossroads Office Park (the "Project"), the District's governing board must comply with the California Environmental Quality Act ("CEQA"). The Project qualifies for a categorical exemption from CEQA under CEQA Guidelines Section 15312, which allows for the sale of surplus governmental property. The Project does not fit under any of the exceptions to the exemptions set forth in CEQA Guidelines. Thus, the District can file a Notice of Exemption. Adoption of the Resolution before the Board will result in the filing of a Notice of Exemption from CEQA for the Project.

<u>Superintendent's Recommendation:</u> It is recommended that the Board of Trustees adopts Resolution 2018-22 Finding the Sale of District Property Exempt from the California Environmental Quality Act and Providing the Filing and Recordation of a Notice of Exemption.

15. REVISED BOARD POLICY 5113.1 CHRONIC ABSENCE AND TRUANCY (FIRST READING)

M	
2^{nd}	
V	

Board Policy 5113.1 is updated to incorporate possible student/family interventions that site leaders and the SARB panel may consider to help eliminate barriers to school attendance. The changes to policy align to current practice.

<u>Superintendent's Recommendation:</u> It is recommended that Board Policy 5113.1 Chronic Absence And Truancy be approved for first reading, with necessary changes as indicated by the Board of Trustees.

16. REVISED BOARD POLICY 5113.12 DISTRICT SCHOOL ATTENDANCE REVIEW BOARD (FIRST READING)

M ____

Board Policy 5113.12 is new. It spells out the mandate for districts to uphold and maintain a SARB panel for attendance and behavioral referrals. The policy and incorporated regulations outline the purpose of the SARB panel and the practices that govern. FVSD already upholds a SARB panel under the stipulated conditions outlined by this policy.

<u>Superintendent's Recommendation:</u> It is recommended that new Board Policy 5113.12 District School Attendance Review Board be approved for first reading, with necessary changes as indicated by the Board of Trustees.

17. REVISED BOARD POLICY 5117 INTERDISTRICT ATTENDANCE (FIRST READING)

 $^{
m M}_{2^{
m nd}}$ $^-$

Board Policy 5117 contains changes to include language to reflect District parameters for denying student requests to transfer out of FVSD. These changes will be relevant in the event the District must face significant levels of declining enrollment and/or more students requesting interdistrict transfers out. Additionally, this policy protects children in military families from being denied a transfer out.

<u>Superintendent's Recommendation:</u> It is recommended that Board Policy 5117 Interdistrict Attendance be approved for first reading, with necessary changes as indicated by the Board of Trustees.

18. REVISED BOARD POLICY 5131.6 ALCOHOL AND OTHER DRUGS (FIRST READING)

M _____

Board Policy 5131.6 has been updated to include references to other FVSD policies (for example, suicide prevention) that did not exist in previous versions. Changes also include adding social-emotional supports and intervention for students who consume alcohol or other certain drugs while on campus or at school events. As part of the movement to find alternatives to suspension, these interventions are added as options. The provision for the Board to expel students from the District who sell controlled substances is delineated in this policy as well.

<u>Superintendent's Recommendation:</u> It is recommended that Board Policy 5131.6 Alcohol and Other Drugs be approved for first reading, with necessary changes as indicated by the Board of Trustees.

19. 2018 CSBA DELEGATE ASSEMBLY ELECTION – REGION 15

M _

2nd ____

The Board of Trustees may vote for up to eight candidates for the 2018 CSBA Delegate Assembly Election – Region 15.

<u>Superintendent's Recommendation</u>: It is recommended that the Board of Trustees reaches consensus to vote for the Delegate Assembly nominees of its choice, not to exceed eight candidates.

20. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

 ${M \over 2^{nd}}$ ${M \over V}$

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.

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

Routine Items of Business

- **20-A.** Board Meeting Minutes from January 18th regular meeting
- **20-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- **20-C.** Donations
- **20-D.** Warrants
- **20-E.** Purchase Order Listing

Consent Items

20-F. SINGLE PLANS FOR STUDENT ACHIEVEMENT

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees approves the School Plans for Student Achievement for Courreges, Cox, Fulton, Gisler and Masuda Schools.

20-G. CONSOLIDATED APPLICATION – WINTER RELEASE 2017

<u>Superintendent's Comments:</u> It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Winter Release 2017 Data Collection to the California State Department of Education.

20-H. SPECIAL ED SETTLEMENT AGREEMENT 2018-H

<u>Superintendent's Comments:</u> It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-H.

20-I. APPROVAL TO PURCHASE A VEHICLE FOR FOOD SERVICES USING THE 2016 CMAS CONTRACT

<u>Superintendent's Comments:</u> It is recommended that the Board of Trustees approves the District use of the 2016 CMAS contract, and any extensions, to purchase a vehicle for the Food Services Department.

20-J. AGREEMENT #45362 INTERNET ACCESS AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION

<u>Superintendent's Comments:</u> It is recommended that the Board of Trustees approves Agreement #45362, Internet Access Agreement with the Orange County Department of Education.

20-K. RECEIPT OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358'S INITIAL PROPOSAL FOR 2017-18

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees receives the 2017-18 initial contract proposals of the California School Employees Association and its Chapter 358.

20-L. PRESENTATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S 2017-18 INITIAL CONTRACT PROPOSALS TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees approves the 2017-18 initial contract proposals of the Fountain Valley School District to the California School Employees Association and its Chapter #358.

20-M. 2018-2019 NETWORK SUPPORT SERVICES AGREEMENT # 45363 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION IN THE AMOUNT OF \$2,350

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees approves 2018-2019 Network Support Services Agreement #45363 with the Orange County Department of Education (OCDE) in the amount of \$2,350.

20-N. ACCEPT AND AWARD RFP 12 TO CROWN CASTLE CORPORATION FOR \$ 18,000 PER MONTH TO PROVIDE 10 GB LIT FIBER CONNECTIVITY BETWEEN THE DISTRICT OFFICE, SCHOOL SITES, THE MAINTENANCE YARD AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees accepts and rewards RFP #12 to Crown Castle Corporation for \$18,000 a month to provide lit fiber connectivity between the District Office, school sites, the maintenance yard and the Orange County Department of Education.

20-O. MAINTENANCE AGREEMENT WITH SOCAL OFFICE TECHNOLOGIES FOR WIDE FORMAT MULTI-FUNCTION PRINTER

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees approves the attached 36-month maintenance agreement with SoCal Office Technologies. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute this maintenance agreement.

20-P. APPROVAL OF VAVRINEK, TRINE, DAY & CO., LLP THREE-YEAR CONTRACT FOR AUDIT SERVICES

<u>Superintendent's Comments</u>: It is recommended that the Board of Trustees approves the attached contract with Vavrinek, Trine, Day & Co.,LLP (VTD) and authorizes the Superintendent or designee to sign all required documents.

20-Q. NON-PUBLIC AGENCY CONTRACTS

<u>Superintendent's Comments</u>: 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
Rossier Park Elementary School	N/A	1/19/18-6/30/18
Rossier Park Elementary School	\$21,771.90	1/19/18-6/30/18

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, March 8, 2018 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District's web site (<u>www.fvsd.us</u>). 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 by calling 714.843.3255 during normal business hours.

Board meeting proceedings are tape recorded.

<u>Reasonable Accommodation for any Individual with a Disability</u>: 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 by calling 714.843.3255 or by faxing 714.841.0356.



SO 2017-18/B18-25 Fountain Valley School District Superintendent's Office

MEMORANDUM

TO: Board of Trustees

FROM: Rina Lucchese, Executive Assistant

SUBJECT: Board Workshop: California Voting Rights Act

DATE: February 9, 2018

Background

Following the adoption of Resolution 2018-19 at the December 12, 2017 meeting, Superintendent Dr. Mark Johnson will be joined by Shawna McKee, Esq. with Atkinson, Andelson, Loya, Ruud and Romo to discuss with the Board of Trustees the next steps in establishing trustee areas and elections by-trustee areas.



SO 2017-18/B18-09 Fountain Valley School District Superintendent's Office

MEMORANDUM

TO: Board of Trustees

FROM: Mark Johnson, Ed.D., Superintendent

SUBJECT: PRESENTATION OF FOUNTAIN VALLEY ROTARY GRANT IN

SUPPORT OF FOUNTAIN VALLEY SCHOOL DISTRICT

LITERACY PROGRAMS

DATE: February 9, 2018

Background:

Members of the Fountain Valley Rotary Club will join the Board of Trustees for the generous presentation of a \$3000 grant in support of Fountain Valley School District literacy programs.



SO 17-18/B18-26 Fountain Valley School District Superintendent's Office

MEMORANDUM

TO: Board of Trustees

FROM: Mark Johnson, Ed.D., Superintendent

SUBJECT: RECOGNITION OF MIDDLE SCHOOL PARENT VOLUNTEERS

DATE: February 9, 2018

Background:

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

Volunteers are selected by the principal and/or Parent Teacher organization 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 our middle school outstanding and deserving volunteers:

Fulton Middle School:

♥ Shauna Zukle

♥ Karlyna Macey

Masuda Middle School:

♥ Crystal Abbott

♥ Stephen Schwarz

Talbert Middle School:

♥ Nicola Weiss

♥ Laurey Yuro

Reference: Board Policy 1150.2



Fountain Valley School District Educational Services

MEMORANDUM

TO: Board of Trustees

FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: STUDENT RECOGNITION PROGRAM: FULTON, MASUDA, TALBERT

DATE: January 29, 2018

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 February 15, 2018, the following six students from each **Fulton**, **Masuda and Talbert Schools** will be recognized:

	Fulton Middle School	Masuda Middle School	Talbert Middle School
6 th Grade 6 th Grade	Adam Chohan Hope Svartstrom	Alina Cotociu	Molly Ehrlich Justin Lak
7 th Grade	Kenzo Phillip Osmena	Ethan H. Nguyen Natalie Tran	Ani Vamvas
7 th Grade	Sarah Yoo	Ian Bui	Talha Bektas
8 th Grade 8 th Grade	Nam Vu Hannah Robert	Brooke Bonny Roger Nguyen	Connor Grudt Jesse Ly

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

FOUNTAIN VALLEY SCHOOL DISTRICT AND

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION, CHAPTER #358 FOR 2017-18 SCHOOL YEAR

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on February 15, 2018 at 6:30 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the initial contract proposal between the Fountain Valley School District and the California School Employee Association, Chapter #358 for the 2017-18 school year.

FOUNTAIN VALLEY SCHOOL DISTRICT

BY:

O2/05/2018

Mark Johnson, Ed.D., Superintendent

Date



Fountain Valley School District Superintendent's Office

MEMORANDUM

TO: Board of Trustees

FROM: Chris Fullerton, Assistant Superintendent, Business

SUBJECT: BOARD POLICY 3280 SALE OR LEASE OF DISTRICT-OWNED

REAL PROPERTY (SECOND READING AND ADOPTION)

DATE: February 9, 2018

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 3280 Sale or Lease of District-Owned Real Property requires updates to reflect changes in Education Code related to priorities for first offer of property for sale and lease, specifically to delete the requirement of first offer to a charter school with at least 80 students. In addition, changes were made to specify circumstances under which the District is not required to convene a committee to sell, lease, or rent District owned property. BP 3280 is being brought to the Board of Trustees for approval for second reading and adoption, following approval for first reading at the January 18th meeting.

Fiscal Impact:

There is a potential positive fiscal impact in the event the District chooses to sell property in the future.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 3280 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

The Board of Trustees believes that the district should utilize its facilities and resources in the most economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

```
(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)
```

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, the Board may elect not to appoint a district advisory committee. (Education Code 17387-17391)

```
(cf. 1220 - Citizen Advisory Committees)
```

Upon determination that district property is no longer needed, or may not be needed until some future time, the Board shall first submit a report to the local planning agency as to what real property the district intends to offer for sale or lease. Not less than 40 days after issuance of the report to the local planning agency, and prior to entering into any agreement for sale or lease of district real property, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in applicable law. (Education Code 17230, 17464, 17485-17500; Government Code 54222)

```
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
```

In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)

```
(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
```

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

District Advisory Committee

The district advisory committee on use or disposition of surplus school buildings or space shall consist of 7-11 members representative of each of the following: (Education Code 17389)

- 1. The district's ethnic, age group, and socioeconomic composition
- 2. The business community, such as store owners, managers, or supervisors
- 3. Landowners or renters, with preference to representatives of neighborhood associations
- 4. Teachers
- 5. Administrators
- 6. Parents/guardians of students
- 7. Persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities and counties in which the surplus property is located

This committee shall: (Education Code 17390)

- 1. Review projected school enrollment and other data to determine the amount of surplus space and real property
- 2. Establish and circulate throughout the attendance area a priority list for use of surplus space and real property that will be acceptable to the community
- 3. Hold hearings, with community input, on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes
- 4. Make a final determination of limits of tolerance of use of space and real property
- 5. Send the Board of Trustees a report recommending uses of surplus space and real property

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The district advisory committee shall comply with open meeting requirements of the Brown Act. (Government Code 54952)

(cf. 1220 - Citizen Advisory Committees) (cf. 9130 - Board Committees)



Fountain Valley School District Educational Services

MEMORANDUM

TO: Board of Trustees

FROM: Steve McLaughlin, Assistant Superintendent, Educational Services **SUBJECT: BOARD POLICY 6142.93 SCIENCE INSTRUCTION (FIRST**

READING)

DATE: February 9, 2018

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 6142.93 Science Instruction is being brought to the Board of Trustees for approval for first reading due to the addition of the California Next Generation Science Standards (CA-NGSS).

Fiscal Impact:

There is no fiscal impact associated with the revision of BP 6142.93 Science Instruction.

Recommendation:

It is recommended that the Board of Trustees approves revision to Board Policy 6142.93 for first reading, with necessary changes as indicated by the Board of Trustees.

Instruction BP 6142.93

SCIENCE INSTRUCTION

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, key scientific concepts, and methods of scientific inquiry and investigation. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

```
(cf. 0440 - District Technology Plan)
(cf. 5145.8 - Refusal to Harm or Destroy Animals)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
```

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

```
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
```

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

```
(cf. 0460 - Local Control and Accountability Plan)
```

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

```
(cf. 4131 - Staff Development)
(cf. 4331 - Staff Development)
```

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

```
(cf. 0500 - Accountability)
(cf. 6162.51 - State Academic Achievement Tests)
```

Legal Reference:

EDUCATION CODE

8774 Residential outdoor science program

32030-32034 Eye safety

32255-32255.6 Student's right to refrain from harmful or destructive use of animals

33475-33475.5 Model curriculum on stem cell science

49340-49341 Hazardous substances education

51210 Areas of study, grades 1 through 6

51210.3 Elementary science coach

51220 Areas of study, grades 7 through 12

51225.3 High school graduation

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATION, TITLE 5

14030 Science laboratories, design specifications

CODE OF REGULATIONS, TITLE 8

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

Management Resources:

CSBA PUBLICATIONS

Supporting Implementation of the California Next Generation Science Standards (CA-NGSS), Governance Brief. November 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Framework for California Public Schools: Kindergarten Through Grade Twelve, 2016

Next Generation Science Standards Systems Implementation Plan for California, 2014

California Next Generation Science Standards, 2013

Science Safety Handbook for California Public Schools, 2012

WEB SITES

CSBA: http://www.csba.org

California Alliance for Next Generation Science Standards: http://cdefoundation.org/stem/ca4ngss

California Department of Education: http://www.cde.ca.gov

California Science Teachers Association: http://www.cascience.org

U.S. Department of Education, STEM Education: http://www.ed.gov/stem

Policy	FOUNTAIN VALLEY SCHOOL DISTRICT
adopted:	Fountain Valley, California

The Board of Trustees believes that science education should focus on giving students an understanding of key scientific concepts and a capacity for scientific ways of thinking. Students should become familiar with the natural world and the interrelation of science, mathematics and technology. As part of their science instruction, students should learn how to apply scientific knowledge and ways of thinking for individual and social purposes.

```
(cf. 0440 District Technology Plan)
(cf. 6142.92 Mathematics Instruction)
(cf. 6143 - Courses of Study)
```

Note: The following paragraphs are consistent with the State Board of Education's 1989 policy statement on the teaching of natural sciences.

As a matter of principle, science teachers are professionally bound to limit their teaching to content that meets the criteria of scientific fact, hypothesis and theory as these terms are used in natural sciences. A scientific fact is an understanding based on confirmable observations and is subject to test and rejection. A scientific hypothesis is an attempt to frame a question as a testable proposition. A scientific theory organizes and explains a range of natural phenomena on the basis of facts and hypotheses. Scientific theories are constantly subject to testing, modification and refutation as new evidence and new ideas emerge.

Philosophical and religious theories are based, at least in part, on faith, and are not subject to scientific test and refutation. Such beliefs shall not be discussed in science classes, but may be addressed in the social science and language arts curricula.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs) (cf. 6142.91 - Reading/Language Arts Instruction)

adopted: January 12, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT

Fountain Valley, California



Fountain Valley School District Educational Services

MEMORANDUM

TO: Board of Trustees

FROM: Steve McLaughlin, Assistant Superintendent, Educational Services **SUBJECT: BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN**

(FIRST READING)

DATE: February 9, 2018

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 6170.1 Transitional Kindergarten is being brought to the Board of Trustees for approval for first reading due to the addition of new language regarding the length(s) of the school day in the district's TK program.

Fiscal Impact:

There is no fiscal impact associated with the revision of BP 6170.1 Transitional Kindergarten.

Recommendation:

It is recommended that the Board of Trustees approve the revision to Board Policy 6170.1 for first reading, with necessary changes as indicated by the Board of Trustees.

Instruction BP 6170.1(a)

TRANSITIONAL KINDERGARTEN

The Board of Trustees desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

```
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)
```

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

```
(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
```

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

The district may, at any time during the school year, admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the child is admitted during the school year on or after his/her fifth birthday and the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.

TRANSITIONAL KINDERGARTEN (continued)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

```
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
```

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

```
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)
```

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to the California Department of Education as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46117, 48003)

```
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
```

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

```
(cf. 4112.2 - Certification)
```

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

BP 6170.1(c)

TRANSITIONAL KINDERGARTEN (continued)

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability) (cf. 6162.5 - Student Assessment) Policy adopted: September 7, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT

Fountain Valley, California



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees

FROM: Julianne Hoefer, Director Educational Services

SUBJECT: REVISED BOARD POLICY 0400 COMPREHENSIVE PLANS

(FIRST READING)

DATE: February 9, 2018

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 update to Board Policy 0400 Comprehensive Plans includes the local control and accountability plan (LCAP) as a comprehensive plan of the District and emphasizes the need for consistency among the documents that set direction for the district.

Fiscal Impact:

There is no fiscal impact associated with the addition of BOARD POLICY 0400 COMPREHENSIVE PLANS.

Recommendation:

It is recommended that the Board of Trustees approves BOARD POLICY 0400 COMPREHENSIVE PLANS for first reading, with necessary changes as indicated by the Board of Trustees.

COMPREHENSIVE PLANS

The Board of Trustees believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement,—and provide stability in district operations, and be aligned to ensure consistency among district approaches for student academic growth and achievement.

The Superintendent or designee shall develop cComprehensive plans adopted by the district shall include the local control and accountability plan (LCAP) and other plans required by law or determined by the Board to be in the best interest of the district. Such plans may describe for the implementation of the district's vision and goals, on specific policy topics and on other areas as required by law. As appropriate, comprehensive plans may describe, but not be limited to, anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0500 - Accountability)
(cf. 1112 - Media Relations)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
(cf. 6171 - Title I Programs)
(cf. 6190 - Evaluation of the Instructional Program)
(cf. 7110 - Facilities Master Plan)
```

Comprehensive plans may be subject to review and approval by the Board.

The process for developing comprehensive plans shall invite include broad participation of school and community representatives. Committees may, and when required by law shall, be appointed to assist in the development of such plans. District Ccomprehensive plans shall be available to the public and shall be reviewed at regular intervals as specified within the plan are subject to review and approval by the Board.

```
(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 6020 - Parent Involvement)
(cf. 9130 - Board Committees)
```

In addition, sSchool-level plans may be developed to meet the unique circumstances of individual school sites, provided that they are consistent with law, district vision, Board policies, district administrative regulations, the district vision, the LCAP and other districtwide plans. School plans may shall be subject to review and approval of the

Superintendent or designee, except when law or Board policy requires and/or the Board approval of the plan.

(cf. 0420 - School Plans/Site Councils)

Comprehensive plans shall be available to the public, and shall be reviewed and updated at regular intervals as specified within the plan or required by law.

Policy adopted: January 12, 2017



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees

FROM: Julianne Hoefer, Director Educational Services

SUBJECT: REVISED BOARD POLICY 0460 LOCAL CONTROL AND

ACCOUNTABILITY PLAN (FIRST READING)

DATE: February 9, 2018

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 update to Board Policy 0460 Local Control and Accountability Plan (LCAP) deletes reference to the repealed LCAP template. The update adds a definition of "numerically significant subgroups" whose needs must be addressed in the LCAP.

Fiscal Impact:

There is no fiscal impact associated with the addition of BOARD POLICY 0460 LOCAL CONTROL AND ACCOUNTABILITY PLAN.

Recommendation:

It is recommended that the Board of Trustees approves BOARD POLICY 0460 LOCAL CONTROL AND ACCOUNTABILITY PLAN for first reading, with necessary changes as indicated by the Board of Trustees.

Instruction BP 0460(a)

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) based on the template adopted by the State Board of Education, 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 or are part of any numerically significant student subgroup that is at risk of or is underperforming.

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, 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)
```

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, or as otherwise defined by the Superintendent of Public Instruction (SPI).

```
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6173 - Education for Homeless Children)
```

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.

```
(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 **LOCAL CONTROL AND ACCOUNTABILITY PLAN**BP 0460(c)

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 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 **hearing**.

(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 in accordance with the timeline and indictors established by him/her and the Board, 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 on the California School Dashboard. 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:

- 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

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Philosophy, Goals, Objectives and Comprehensive Plans

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) shall include, for the district and each district school:

- 1. A description of the annual goals established for all students and for each numerically significant subgroup, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
- a. The degree to which district teachers are appropriately assigned and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials and school facilities are maintained in good repair.

```
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
```

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

```
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Learners)
```

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students and students with disabilities.

```
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6020 - Parent Involvement)
(cf. 6173.1 - Education for Foster Youth)
```

- d. Student achievement, as measured by all of the following as applicable:
- (1) Statewide assessments of student achievement
- (2) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(3) The English learner reclassification rate

```
(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
```

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, and middle school dropout rates, as applicable

```
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
```

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

```
(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
```

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding

```
(cf. 6143 - Courses of Study)
(cf. 6159 - Individualized Education Program)
```

- h. Student outcomes, if available
- 2. Any goals identified for any local priorities established by the Board.

```
(cf. 0200 - Goals for the School District)
```

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals.

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students.

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall:

- 1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
- 2. Describe how services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
- 3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template adopted by the SBE and shall include all of the following:

- 1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Goals and Actions Addressing State and Local Priorities" above
- 2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
- 3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
- 4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

Availability of the Plan

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site.	
(cf. 1113 - District and School Web Sites)	

Regulation approved: January 8, 2018

Fountain Valley, California



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees

FROM: Julianne Hoefer, Director Educational Services

SUBJECT: NEW BOARD POLICY 0500 ACCOUNTABILITY (FIRST

READING)

DATE: February 9, 2018

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 0500 Accountability reflects the new state accountability system (the California School Dashboard), which consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority addressed by the LCAP.

Accountability has not only changed at the state level but also at the federal level. Board Policy 0520.2 Title I Program Improvement Schools and Board Policy 0520.3 Title I Program Improvement Districts have been deleted because beginning in the 2018-19 school year, federal program improvement has been replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act.

Fiscal Impact:

There is no fiscal impact associated with the addition of BOARD POLICY 0500 ACCOUNTABILITY.

Recommendation:

It is recommended that the Board of Trustees approves new BOARD POLICY 0500 ACCOUNTABILITY for first reading, with necessary changes as indicated by the Board of Trustees.

ACCOUNTABILITY

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan (LCAP).

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3460 - Financial Reports and Accountability)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6190 - Evaluation of the Instructional Program)
(cf. 9400 - Board Self-Evaluation)
```

District and school performance shall be annually evaluated based on multiple measures specified in the California Accountability and Continuous Improvement System as reported on the California School Dashboard.

```
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
```

The district's alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, community day schools, and nonpublic, nonsectarian schools shall be subject to an alternative accountability system established by the Superintendent of Public Instruction.

```
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education) (cf. 6185 - Community Day School)
```

The district and each district school shall demonstrate comparable improvement in academic achievement for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students.

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the LCAP.

```
(cf. 0510 - School Accountability Report Card)
```

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

```
(cf. 0400 - Comprehensive Plans)
```

⁽cf. 1100 - Communication with the Public)

⁽cf. 1112 - Media Relations)

⁽cf. 1113 - District and School Web Sites)

⁽cf. 1220 - Citizen Advisory Committees)

⁽cf. 6020 - Parent Involvement)

⁽cf. 0420 - School Plans/Site Councils)

⁽cf. 4141/4241 - Collective Bargaining Agreement)



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees

FROM: Julianne Hoefer, Director Educational Services

SUBJECT: REVISED BOARD POLICY 6020 PARENT INVOLVEMENT

(FIRST READING)

DATE: February 9, 2018

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 revised Board Policy 6020 Parent Involvement reflects requirements for parent involvement in schools receiving federal Title I, Part A funding, as amended by the Every Student Succeeds Act, including expanding activities to include engagement of family members. The policy also reflects parent involvement as a state priority that must be addressed in the district LCAP.

Fiscal Impact:

There is no fiscal impact associated with the addition of BOARD POLICY 6020 PARENT INVOLVEMENT.

Recommendation:

It is recommended that the Board of Trustees approves BOARD POLICY 6020 PARENT INVOLVEMENT for first reading, with necessary changes as indicated by the Board of Trustees.

Instruction BP 6020(a)

PARENT INVOLVEMENT

The Board of Trustees Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work consult with staff and parents/guardians and family members to develop in the development of meaningful opportunities for them to be involved in district and school activities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

```
(cf. 0420 - School Plans/Site Councils)
(cf. 0420.1 - School-Based Program Coordination)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 - Visitors/Outsiders)
```

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

```
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5145.6 - Parental Notifications)
```

The district's local control and accountability plan shall include goals and strategies for parent/guardian involvement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities.

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement involvement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of parent involvement opportunities and on barriers that may inhibit parent/guardian participation.

```
(cf. 0500 - Accountability)
```

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)

```
(cf. 6171 - Title I Programs)
```

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (20 USC 6318) involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members.

(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Superintendent or designee shall involve—consult with parents/guardians and family members of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement involvement activities. (20 USC 6318) and shall ensure that priority is given to schools in high poverty areas in accordance with law.

(cf. 3100 - Budget)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following:

- 1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
- 2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
- 3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
- 4. Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement
- 5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement involvement policy in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Policy adopted: October 18, 2012 revised: January 12, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT

Fountain Valley, California

Instruction AR 6020(a)

PARENT INVOLVEMENT

District Strategies for Title I Schools

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, the district shall:

Involve parents/guardians and family members in the joint development of a district plan that meets the district requirements and in the development of school support and improvement plans

```
(cf. 0460 – Local Control and Accountability Plan)
(cf. 6171 - Title I Programs)
```

The Superintendent or designee may:

- 1. Establish a district-level parent advisory committee and, as applicable, an English learner advisory committee to review and comment on the plan in accordance with the review schedule established by the Governing Board
- a. Invite input on the plan from other district committees and school site councils

```
(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
```

- b. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the plan and the opportunity to provide input
- c. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- d. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- e. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
- 2. Provide coordination, technical assistance, and other support necessary to assist and build capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education

```
(cf. 1700 – Relations Between Private Industry and the Schools)
```

The Superintendent or designee shall:

a. Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

```
(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
```

- b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
- c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

- d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education
- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the Superintendent or designee may:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training

- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement
- g. Establish a districtwide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

(cf. 1020 - Youth Services)

- j. Provide a master calendar of district activities and district meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

(cf. 1230 - School-Connected Organizations)

- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
- o. Provide ongoing district-level workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops

- p. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of related activities
- q. Regularly evaluate the effectiveness of staff development activities related to parent involvement
- r. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

```
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
```

- s. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
- t. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
- 3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state and local laws

The Superintendent or designee may:

a. Identify overlapping or similar program requirements

```
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 3280 - Sale or Lease of District-Owned Real Property)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
```

- b. Involve district and school site representatives from other programs to assist in identifying specific population needs
- c. Schedule joint meetings with representatives from related programs and share data and information across programs
- d. Develop a cohesive, coordinated plan focused on student needs and shared goal

- 4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of:
- a. Barriers to participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
- b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
- c. Strategies to support successful school and family interactions

 $(cf.\ 0500-Accountability)$

d. The superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms, and shall provide a copy of the assessment to parents/guardians upon their request.

The Superintendent or designee may:

- a Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
- b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged
- c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement
- 5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy
- 6. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy

The Superintendent or designee may:

a. Include information about school activities in district communications to parents/guardians and family members

- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's local control and accountability plan and shall be distributed to parents/guardians of students participating in Title I programs

(cf. 5145.6 - Parental Notifications)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. Such policy shall describe the means by which the school will:

- 1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
- 2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement
- 3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

- 4. Provide the parents/guardians of participating students all of the following:
- a. Timely information about Title I programs
- b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards

- If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
- 5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
- Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- The school's responsibility to provide high-quality curriculum and instruction a. in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
- Ways in which parents/guardians will be responsible for supporting their b. children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

```
(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5113 - Absences and Excuses)
(cf. 6145 - Extracurricular/Cocurricular Activities)
```

(cf. 6154 - Homework/Makeup Work)

- The importance of communication between teachers and parents/guardians on C. an ongoing basis through, at a minimum:
- (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
- (2) Frequent reports to parents/guardians on their children's progress
- Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
- Regular two-way, meaningful communication between family members (4) and school staff, and, to the extent practicable, in a language that family members can understand

- 7. Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in item #2 in the section "District Strategies for Title I Schools" above
- 8. To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports in a format and language such parents/guardians can understand

If the school has a parent/guardian involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements.

Each school's parent/guardian and family engagement policy shall be made available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand.

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school.

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
- b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
- c. Provide parents/guardians with information about students' class assignments and homework assignments
- 2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their

children's academic success and to assist their children in learning at home

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits
- b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
- c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
- 3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
- b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
- c. Provide information about parent/guardian and family engagement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
- d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
- e. Develop mechanisms to encourage parent/guardian input on district and school issues
- f. Identify barriers to parent/guardian and family participation in school activities, including parents/guardians and family members who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
- g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care

AR 6020(j)

4. Train teachers and administrators to communicate effectively with parents/guardians

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
- b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications
- 5. Integrate parent/guardian and family engagement programs into school plans for academic accountability

The Superintendent or designee may:

- a. Include parent/guardian and family engagement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians and family members in school planning processes

Regulation approved: October 18, 2012

approved: October 18, 2012 Fountain Valley, California revised: January 8, 2018



Fountain Valley School District Business Services Division

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent Business Services **SUBJECT: APPROVE SETTLEMENT AGREEMENT WITH CAL 200**

PETITIONERS

DATE: February 9, 2018

Background:

In September of 2015, the Fountain Valley School District was named in a lawsuit, along with a number of other California school districts, alleging that students were not provided with 200 minutes of physical education instruction each ten school days, as required by Education Code 51210(g). The District has been represented in this matter by legal counsel provided through our liability provider, Keenan & Associates. District counsel has reached the attached settlement agreement in the case.

Fiscal Impact:

The settlement includes attorney's fees for the petitioner which are expected to be approximately \$22,000.00.

Recommendation:

It is recommended that the Board of Trustees approves the settlement agreement with the Cal200 petitioners.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the Agreement) is entered into as of the ______ day of _____, 2018, (the Effective Date) by and between respondent Fountain Valley Elementary (District) and petitioners Cal200, Inc. and Marc Babin (Petitioners) (collectively, the parties).

WHEREAS, Petitioners have filed suit against District in Cal200, Inc. and Marc Babin v. Apple Valley Unified School District, et al., CPF-15-514477 (San Francisco County Superior Court) (the "Action"), alleging that the District has failed to provide the number of minutes of physical education instruction set forth in California Education Code section 51210; and

WHEREAS, the District denies that it has failed to comply with the provisions of the California Education Code; and

WHEREAS, the parties desire to enter into a settlement to avoid further controversy and expense;

NOW THEREFORE, the parties agree as follows:

- 1. Cal200. As used in this Agreement, Cal200 shall mean petitioner Cal200, Inc. a corporation, acting by, through, and on behalf of its agents, employees, attorneys, representatives, assigns, predecessors or successors in interest, and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them.
- 2. Marc Babin. As used in this Agreement, Marc Babin shall mean petitioner Marc Babin, a California citizen, individually and as an officer of Cal200.
- 3. District. As used in this Agreement, District shall refer to Fountain Valley Elementary.

- 4. Pursuant to Code Civ. Proc. § 664.6, the parties shall request that the court retain jurisdiction to enforce the terms of this Agreement. If the request is granted, Petitioners shall dismiss their action with prejudice as to District. If the request is not granted, Petitioners shall dismiss the action with prejudice after full performance of the terms of this Agreement. Full performance shall consist of compliance by District with the terms of this Agreement for the 2018/2019 and 2019/2020 school years.
- 5. Each student in grades 1 through 6 shall be provided with at least 200 minutes of physical education each 10 schooldays (the Required Physical Education). This shall not apply to students in charter schools or in special day classes. As used in this agreement, "Special Day Classes" shall mean a special education classes that provides services to students with special education needs that cannot be met by the general education program consisting of more than 50% of the student's day.
- 6. At the beginning of each school year, District shall remind all classroom teachers who are obligated to provide the Required Physical Education of the requirements of Education Code Section 51210, and that they should keep records of the physical education minutes provided to their students. The method of recordkeeping shall lie in the discretion of individual classroom teachers.
- 7. A form (the Reporting Form) certifying provision of the Required Physical Education shall be completed and signed by each teacher once every 10 schooldays (the Reporting Period). The Reporting Form shall be completed within 3 schooldays of the end of each Reporting Period. The last Reporting Form of the school year shall be completed within 7 calendar days of the end of the school year. District may meet the requirements of this

Agreement by using the Reporting Form attached to this Agreement as Exhibit 1 or it may devise a form that is substantially similar to Exhibit 1 so long as the form states the following:

- (a) The following language shall appear in at least 12-point standard type at the top of the form: State law and District policy require that students in grades 1 through 6 receive not less than 200 minutes of physical education each 10 schooldays, exclusive of lunch and recess periods.
- (b) Each Reporting Form shall be signed and dated by the teacher who provided the Required Physical Education. Immediately above the teacher's signature line, the Reporting Form shall contain the following two paragraphs in at least 12-point standard type:

I understand that physical education benefits students' health and facilitates learning, and that my students must receive at least 200 minutes of physical education each 10 schooldays, exclusive of lunch and recess periods.

I certify that the physical education minutes marked on this form are accurate and were provided to all students in attendance. No district employee has asked me to report an inaccurate number of minutes.

- (c) District is not required to comply with the requirements of this Section 7 to the extent all Required Physical Education is provided to students by physical education specialists rather than classroom teachers.
- 8. The Reporting Form shall not be altered by anyone other than the teacher who signed it.
- 9. District shall retain the Reporting Forms for a period of 2 years. District, upon 14 days' notice to District and District's counsel, shall provide petitioners with copies of the Reporting Forms for any school in District.
- 10. In its discretion, District may computerize the Reporting Form. If District computerizes the Reporting Form, in addition to the requirements stated in paragraphs 7 through

- 9, District may include a menu integral to the website or any computer application at the top of the form, if the menu is essential to the function or appearance of the website or application. All Reporting Forms, when printed, shall be printed on white paper.
- 11. Breach. Any failure to provide the Required Physical Education is a breach of this Agreement unless that failure was the result of one of the following events and the physical education could not reasonably be rescheduled during the Reporting Period:
- (a) Force majeure, including events such as the unanticipated closure of a school or a campus lock-down.
- (b) Conditions that make the Required Physical Education unsafe or impossible, including but not limited to an on-campus fire, flooding of an area needed to provide the physical education, or an Air Quality Index of "unhealthy" as reported on www.airnow.gov or a local equivalent. In addition, if physical education can only be provided outdoors, a Heat Index (as defined by the National Weather Service), above 100 degrees Fahrenheit, or a Wind Chill temperature (as defined by the National Weather Service) below 45 degrees Fahrenheit.
- (c) Nothing in this Agreement shall prohibit District from agreeing to an IEP or a 504 plan for a particular student, even if the IEP or 504 plan has provisions that are different from the terms expressed in this Agreement.
- (d) Nothing in this Agreement shall prohibit District from making necessary accommodations based on a student's health, welfare, or any condition of the student, whether physical or mental. Nothing in this Agreement shall prohibit a district from taking steps necessary to protect a student or students from bullying or violence.
- 12. Actionable Breach. The following terms apply to determining whether an Actionable Breach has occurred.

- a. Provided Minutes. Provided Minutes are minutes of physical education provided to students in a particular classroom during any two successive Reporting Periods and reported on the required Reporting Forms.
- b. Impossible Minutes. Impossible Minutes are minutes of physical education that fall under the exceptions detailed in paragraph 11 of this Agreement.
- c. Physical Education Minutes Missed Because of Minimum Days. Physical Education Minutes Missed Because of Minimum Days are minutes of physical education that ordinarily are provided to a class on a schedule, but which were not provided because, as a result of a minimum day, school was not in session at the time physical education is ordinarily scheduled.
- 13. Actionable Breach. An Actionable Breach occurs if the Provided Minutes for a particular classroom during any Reporting Period plus the Impossible Minutes are fewer than 100.
- 14. Actionable Breach. An Actionable Breach occurs if, for any two successive Reporting Periods, the Provided Minutes plus the Impossible Minutes and the Physical Education Minutes Missed Because of Minimum Days are fewer than 360.
- 15. If Petitioners notify District and District's counsel, of an Actionable Breach,
 District will have thirty schooldays from the date of notification to provide the missed physical
 education. To the extent that "impossible minutes" occur, as that phrase is defined in Paragraph
 11(b), during the thirty schoolday time frame, the thirty schoolday time frame will be extended
 by the number of days in which the impossible minutes occurred. To cure an Actionable Breach,
 District must provide more than 200 minutes of physical education in a given 10 school day

period for the classroom that is in Breach. Only minutes in excess of the Required Physical Education will count toward curing an Actionable Breach.

- 16. If an Actionable Breach is not timely cured, District shall donate \$500 to the California Association for Health, Physical Education, Recreation and Dance. The donation shall be earmarked for the education of K-12 students or teachers only. The donation shall be made within 60 days of notification from Petitioners to District's counsel of the breach. District shall document that payment to Petitioners' counsel by email at dond@driscoll-law.com within 15 days of making the payment. If District complies by making full payment and documenting that payment in a timely manner, Petitioners expressly waive the right to seek injunctive relief and any right that may exist to recover attorneys' fees and costs relating to the Actionable Breach.
- 17. Release of All Claims. In consideration of the mutual promises and agreements set forth herein, Petitioners do hereby release and discharge District and its agents, employees, attorneys, officers, board of trustees members, representatives, administrators, affiliates and assigns, and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them (collectively, the Releasees), from any and all actions, suits, proceedings, claims, complaints, rights, demands, obligations, debts, liabilities, and any and every cause of action of any type or nature whatsoever, whether in law or equity, known or unknown, fixed or contingent, arising from or relating to any matter, conduct, transaction, or activity whatsoever from the beginning of time through the duration of this Agreement. This Release does not extend to any respondent in this action other than District.
- 18. Release of Unknown Claims. Petitioners understand and agree that the nature, extent, and result of the claims they are releasing may not now be known or anticipated and declare that they nevertheless desire to settle, compromise, and release in full all of the claims described

by this Agreement. In entering this Agreement, Petitioners expressly waive the benefits of and release any rights they would otherwise have under California Civil Code section 1542, which provides:

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.

- 19. No Admission of Liability. It is understood and agreed that this Agreement is a compromise of disputed and contested claims and that it shall not be argued, asserted, claimed, considered or construed as an admission of liability or wrongdoing by District.
- 20. Entire Agreement. This Agreement and its attachment constitute the entire understanding and Agreement between the parties. All understandings, agreements, statements, and representations, express or implied, oral or written between the parties are contained and merged herein. No other agreements, covenants, statements or representations, express or implied, oral or written, have been made by or between the parties to the Agreement concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified, or otherwise changed in any respect except in a writing signed by each party.
- 21. Understanding the Agreement. This Agreement is freely and voluntarily entered into with the independent advice of each party's attorneys. The parties represent and agree that they have read and discussed this Agreement with their respective counsel, that they fully understand its terms, ramifications and effects and that they accept the same.
- 22. Governing Board Approval. The parties understand and agree that this Agreement is subject to review and approval by District's governing board, and that District shall have no

obligation hereunder unless and until such approval is granted by its governing board ("Effective Date"). District will present this Agreement to its governing board for approval not later than 30 days after execution of the within Agreement by Petitioners and their attorney. Likewise, Petitioners shall have no obligation hereunder to District unless or until District's governing board grants such approval of the Agreement. In the event that District's governing board does not approve this Agreement on or before the first regular meeting of the Board occurring more than five (5) days after the execution of the within Agreement by Petitioners and their attorney, District shall be returned to the status quo existing prior to November 5, 2017.

23. Payments to Petitioners. District agrees to issue payment to Petitioner of \$150.00. District also agrees to issue to Petitioners' undersigned counsel of record payments for attorney fees in two equal payments, March 1, 2018, and March 1, 2019, in the total sum of \$25,000 (the Payment); provided, however, that if the total number of Districts stating in writing their agreement to enter into this form of settlement agreement by January 19, 2018, and executing a final agreement by January 26, 2018, exceeds twenty (20) Districts, then the Payment per District shall be based on the following formula: \$25,000 multiplied by 20; plus the number of settling Districts in excess of 20 multiplied by \$18,000; with the total sum divided by the total number of settling Districts. Example for 25 settling Districts: \$25,000 x 20= 500,000; 5 x \$18,000= \$90,000; \$500,000 + \$90,000 = \$590,000; \$590,000/25 = \$23,600 per settling District. The parties state and agree that the Payments shall represent and fix the District's total obligation to Petitioners in this Action for any sums whatsoever, however characterized, including without limitation attorneys' fees and Petitioners' costs and expenses, and that Petitioners and their attorneys accept it as such and shall make no other or further claim or demand upon District including without limitation any claim or demand under Code of Civil Procedure section 1021.5. Petitioners and their counsel

agree that the Payment shall represent and fix the total liability of District for any loss, damage, cost or expense, however described, including attorneys' fees and expenses, in connection with this Action or the claims upon which it is based, whether incurred by Petitioners or their counsel before this Agreement or during the effective period of this Agreement, except to enforce this Agreement.

- 24. Except as otherwise provided in this Agreement, each party shall bear its own attorneys' fees and costs and no party shall be deemed to be the prevailing party. The Parties reserve their right, if any, to seek fees and costs with respect to enforcement of this Agreement.
- 25. The parties agree that they shall not be entitled to make any claim against the other or their attorneys through the Effective Date of this Agreement, and all such claims or potential claims, known or unknown, are released.
- 26. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Photocopies, facsimiles, and signatures transmitted electronically shall be as valid and binding as an original.
- 27. Construction and Governing Law. This Agreement is entered into and its construction and performance governed by the laws of the State of California, without regard to principles of conflict of law. This Agreement shall be deemed to have been drafted by all parties hereto and no rule of construction shall be applied against any party as the drafter.
- 28. Severable Agreement. In the event any term or provision of this Agreement shall be held invalid or unenforceable by any court that term or provision shall be omitted here from but the remaining provisions of this Agreement shall remain in full force and effect.
- 29. No Waiver. Delay by any party in enforcing its rights under this Agreement shall not be construed as a waiver, in full or in part, by that party of any rights under this Agreement.

No breach of any provision of this Agreement can be waived by any party unless such waiver is set forth in writing and signed by the party effectuating the waiver. Waiver of any breach shall not be deemed to constitute a waiver of any other breach of the same or other provision of this Agreement.

30. Notice. All notices to Petitioners' counsel shall be directed to Donald Driscoll at dond@driscoll-law.com. All notices to District and its counsel shall be directed to johnsonm@fvsd.us and stisi@wpgch.com. Petitioners have no obligation to provide notice to any counsel other than counsel identified in this paragraph unless notified through email by District.

IN WITNESS WHEREOF, the parties and their respective counsel have hereunto set their hands, on the dates indicated below:

APPROVED AS TO FORM:	APPROVED:
	MARC BABIN CAL200, INC.
DRISCOLL & OMENS	Dated: 12318
Donald Driscoll DONALD P. DRISCOLL Attorneys for Petitioners Marc Babin and CAL200, Inc.	
Dated: 1/23/18	
District Counsel	District
Counsel: STEVE TISI	By: Mark Johnson
Attorneys for District	Superintendent
Dated:	Dated:

EXHIBIT 1

Report of Minutes of Required Physical Education Fountain Valley Elementary ______ School

	School
	students in grades 1 through 6 receive not less than 200 nooldays, exclusive of lunch and recess periods.
Reporting Period	through
- ·	fits students' health and facilitates learning, and that my s of physical education each 10 schooldays, exclusive
I certify that the physical education minut district employee has asked me to report a	es were provided to all students in attendance. No in inaccurate number of minutes.
Date:	_ Signed:
Grade:	Name:
During the reporting period I made up	missed minutes from earlier reporting periods.
Date:	_ Signed:
y	ing school received at least 200 minutes of physical of lunch and recess periods, on the following date(s) for
Date:	
Reason	
Date:	Signed:
Grade:	Name:



Fountain Valley School District Business Services Division

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent Business Services **SUBJECT: RESOLUTION 2018-22 FINDING THE SALE OF DISTRICT**

PROPERTY EXEMPT FROM THE CALIFORNIA

ENVIRONMENTAL QUALITY ACT AND PROVIDING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

DATE: February 9, 2018

Background:

As part of the District's planned sale of the real property located at 265 S. Anita Drive, Orange, CA, 92868 known generally as the Crossroads Office Park (the "Project"), the District's governing board must comply with the California Environmental Quality Act ("CEQA"). The Project qualifies for a categorical exemption from CEQA under CEQA Guidelines Section 15312, which allows for the sale of surplus governmental property. The Project does not fit under any of the exceptions to the exemptions set forth in CEQA Guidelines. Thus, the District can file a Notice of Exemption. Adoption of the Resolution before the Board will result in the filing of a Notice of Exemption from CEQA for the Project.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-22 Finding the Sale of District Property Exempt from the California Environmental Quality Act and Providing the Filing and Recordation of a Notice of Exemption.

RESOLUTION NO. 2018-22

RESOLUTION OF THE BOARD OF EDUCATION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT FINDING THE SALE OF DISTRICT PROPERTY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING AND RECORDATION OF A NOTICES OF EXEMPTION

- **WHEREAS,** the Fountain Valley School District ("District") owns real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park (the "Property");
- **WHEREAS,** the District previously adopted and approved a resolution declaring the Property surplus and authorizing the offer of the Property for sale pursuant to the surplus property provisions set forth in Education Code section 17455 *et seq.*, and, after complying with all necessary requirements, desires to sell the District Property ("Project");
- **WHEREAS,** after going through the surplus property provisions required by Education Code section 17455 *et seq.*, the District has identified a potential buyer to purchase the Property;
- **WHEREAS,** the District must comply with the California Environmental Quality Act ("CEQA") because the sale of the Property is considered a Project under CEQA;
- **WHEREAS,** categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines");
- **WHEREAS,** CEQA Guidelines section 15312 sets forth an exemption from CEQA for sale of surplus government property;
- **WHEREAS,** the District will sell the Property as described by CEQA Guidelines section 15312:
- **WHEREAS**, the Property is not located in an area of statewide, regional, or areawide concerns as identified in CEOA Guidelines section 15206(b)(4):
- **WHEREAS**, the District has considered whether the Project may have significant impacts on the environment; and
- **WHEREAS,** the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant impact on the environment.
- **NOW, THEREFORE,** the Governing Board of the Fountain Valley School District hereby finds, determines, declares, orders and resolves as follows:
- **Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

- **Section 2.** That the District has considered whether the Project may have significant impacts on the environment.
- <u>Section 3.</u> That the District has concluded, after reviewing the Project through its own independent review and analysis, that the Project will not have a significant impact on the environment.
- Section 4. That the Project will not result in damage to scenic resources pursuant to Public Resources Code section 21084.
- **Section 5.** That the Property are not located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines section 15206(b)(4).
- **Section 6.** That the Project is subject to CEQA Guidelines section 15312, and therefore exempt from CEQA.
- <u>Section 7.</u> That the District's Superintendent, or the Superintendent's designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act for the property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park, consistent with this Resolution, attached hereto as Exhibit "A" with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.
- Section 8. That this Resolution shall take effect immediately upon adoption.

 APPROVED, PASSED AND ADOPTED by the Governing Board of the Fountain Valley School District on the ____ day of ______, by the following vote:

 AYES: ______

 NOES: ______
 ABSTENTIONS: ______
 ABSENT: ______

Attested to:

Clerk of the Governing Board of the Fountain Valley School District

President of the Governing Board of the

EXHIBIT "A"

CEQA NOTICE OF EXEMPTION FOR THE PROPERTY

(Attached)

NOTICE OF EXEMPTION

TO:	:		nnning and Research Street, Room 121 CA 95814		FROM:						
:		County Clerk-Recorder County of Orange 12 Civic Center Plaza, Room 101 Santa Ana, CA 92701		101	FOUNTAIN VALLEY SCHOOL DISTRICT 10055 Slater Avenue Fountain Valley, CA 92708						
Projec	t Title:		Sale of Surplus l	Property							
Projec	t Locatio	n - Specific:	Property locate	ed at 265 S. Ani	ita Drive, Orange, Cal	ifornia 92868					
Projec	t Locatio	n - City:	Orange								
Projec	t Locatio	n - County:	Orange								
Descri	ption of F	Project:									
	Fountain Valley School District ("District") proposes to sell its property located at 265 S. Anita Drive, Orange, California 92868 ("District Property").										
Name	of Public	Agency Appr	oving Project:	FOUNTAIN VA	ALLEY SCHOOL DIST	RICT					
Name	of Person	or Agency Ca	arrying Out Proj	ect: FOUNT	AIN VALLEY SCHOO	DL DISTRICT					
Exemp	t Status:	(check one)									
		Ministerial (Sec. 21080(a)(1); 15268(b)); Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); Categorical Exemption. State Type and section number: Surplus Government Property Sales [15312] Statutory Exemptions. State Code number:									
Reasor	s why pr	oject is exemp	ot:								
	change i hazardou identifie	n the significants substances. The contract of	nce of a historical The District Prope	I resource. The erty is not locate 5206(b)(4). The	Project will not involve ed in an area of statewick	vill not cause a substantial adverse the use of significant amounts of le, regional, or area-wide concern any of the exceptions to exemption					
Lead A	gency Co	ntact Person:	Christine Fullert	ton Assistant Sup	perintendent, Business S	ervices					
Area C	ode/Telep	ohone/Ext.:	714-843-3251								
If filed	by appli	cant:									
			d document of exe f Exemption been		lic agency approving the	e project? Yes ⊠No					
Signati	ıre:			Date:		Title:					
	⊠ Sign	ed by Lead Ag	gency								



Fountain Valley School District Support Services

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director of Support Services

SUBJECT: REVISED BOARD POLICY 5113.1 CHRONIC ABSENCE AND

TRUANCY (FIRST READING)

DATE: February 9, 2018

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for adoption due to changes in Education Code or statute.

Board Policy 5113.1 is updated to incorporate possible student/family interventions that site leaders and the SARB panel may consider to help eliminate barriers to school attendance. The changes to policy align to current practice.

Fiscal Impact:

None known at this time

Recommendation:

It is recommended that Board Policy 5113.1 Chronic Absence And Truancy be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Students BP 5113.1(a)

CHRONIC ABSENCE AND TRUANCY

The Board of Trustees believes that excessive absenteeism, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

```
(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)
```

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates for all district students, for each school, and for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be disaggregated and used in the development of annual goals and specific actions for student attendance and engagement and for inclusion in the district's local control and accountability plan and other applicable school and district plans.

```
(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
```

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

```
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
```

The Superintendent or designee shall—work consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals,

transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

He/she also may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

```
(cf. 1020 - Youth Services)
(cf. 5030 - Student Wellness)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)
```

Students who are identified as truants shall be subject to the interventions specified in law and administrative regulation.

```
(cf. 5113.12 - District School Attendance Review Board)
```

A student's truancy, tardiness, or other absence from school shall not be the basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

```
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
```

The Superintendent or designee shall periodically report to the Board regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed.

As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in identification of how to best allocate available community resources.

School Attendance Review Board

In accordance with law and administrative regulation, habitual truants may be referred to a school attendance review board (SARB).

The Board shall appoint members of the district's SARB, who may include, but are not limited to, a parent/guardian as well as representatives of the district; county probation department; county welfare department; county office of education; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

Policy adopted:

Students AR 5113.1(a)

CHRONIC ABSENCE AND TRUANCY

Definitions

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901; 5 CCR 15497.5)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and his/her parent/guardian. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260-48263 and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, *valid excuse* includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5. A valid excuse also may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

```
(cf. 5113 - Absences and Excuses)
(cf. 5113.2 - Work Permits)
```

Addressing Chronic Absence

When a student is identified as a chronic absentee, the principal shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

```
(cf. 5113.11 - Attendance Supervision)
(cf. 6020 - Parent Involvement)
```

The student may be referred to a student success team or school-site attendance review team to assist in evaluating his/her needs and identifying strategies and programs to assist him/her.

```
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
```

Whenever chronic absenteeism is linked to a health issue or nonschool condition, the principal may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and his/her family.

```
(cf. 1020 - Youth Services)
(cf. 5141.6 - School Health Services)
```

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or A school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from his/her home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266.

```
(cf. 3515.3 - District Police/Security Department)
```

The Superintendent or administrative designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341.

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of truancies he/she has committed:

1. Initial truancy

- a. The student shall be reported to **the Superintendent or designee** site administrator.
- b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)
 - (1) The student is truant

- (2) The parent/guardian is obligated to compel the student to attend school. If the parent/guardian fails to meet this obligation, he/she may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.
- (3) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.
- (4) The student may be subject to arrest or held in temporary custody by a peace officer, a school administrator or his/her designee under Education Code 48264 if found away from home and absent from school without a valid excuse.
- (5) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

(cf. 5145.6 - Parental Notifications)

- c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
- d. The student and, as appropriate, his/her parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)
- e. The Superintendent or administrative designee may notify the district attorney and/or probation officer of the student's name and the name and address of his/her parents/guardians.

2. Second truancy

- a. Any student who has once been reported as a truant shall again be reported to the site principal **Superintendent or designee** as a truant if he/she is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year.
- b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)
- c. The student may be assigned to an after-school or weekend study program within the district. If the student fails to successfully complete this study program, he/she shall be subject to item #3 below.

- d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and his/her parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)
- e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)
- f. The Superintendent or designee may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above.

3. Third truancy (habitual truancy)

- a. A student who is habitually truant, irregular in school attendance, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the district's attendance supervisor. (Education Code 48263, 48264.5)
- b. Upon making a referral to the SARB or the probation department, the Director of Support Services Superintendent or designee shall provide the student and parent/guardian, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral.
- c. If the student does not successfully complete the truancy mediation program or other similar program, he/she shall be subject to item #4 below. (Education Code 48264.5)
- d. If the Director of Support Services Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or his/her parents/guardians have failed to respond to the directives of the district or to services provided, the Director of Support Services or designee may so notify the district attorney and/or the probation officer.

4. Fourth truancy

- a. Upon his/her fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)
- b. If a student has been adjudged by the county juvenile court to be a habitual truant, the Director of Support Services or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be notified within 10 days of the violation.
- 5. Chronic truancy (unexcused absence for 10 percent of school days) Absence for 10 percent of school days (chronic truancy)
 - a. The Director of Support Services Superintendent or designee or shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.
 - b. If a chronically truant student is at least age six years and is in any of grades K-8, the Director of Support Services Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

The Superintendent or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. The Superintendent or designee also shall document all contacts with a student and his/her parent/guardian regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

The Superintendent or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

Regulation approved:



Fountain Valley School District Support Services

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director of Support Services

SUBJECT: REVISED BOARD POLICY 5113.12 DISTRICT SCHOOL

ATTENDANCE REVIEW BOARD (FIRST READING)

DATE: February 9, 2018

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for adoption due to changes in Education Code or statute.

Board Policy 5113.12 is new. It spells out the mandate for districts to uphold and maintain a SARB panel for attendance and behavioral referrals. The policy and incorporated regulations outline the purpose of the SARB panel and the practices that govern. FVSD already upholds a SARB panel under the stipulated conditions outlined by this policy.

Fiscal Impact:

None known at this time

Recommendation:

It is recommended that new Board Policy 5113.12 District School Attendance Review Board be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Students BP 5113.12(a)

DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

The Board of Trustees recognizes that poor school attendance and behavior problems negatively impact student achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

```
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
(cf. 5147 - Dropout Prevention)
```

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

```
(cf. 1020 - Youth Services)
(cf. 5030 - Student Wellness)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)
```

The Board shall appoint members to the district's SARB, who may include a

DISTRICT SCHOOL ATTENDANCE REVIEW BOARD (continued)

parent/guardian as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Education Code 48320-48325, the Brown Act (Government Code 54950-54963), and the bylaws of the SARB.

The SARB shall collect data and annually report outcomes on SARB referrals to the Governing Board, Superintendent or designee, and County Superintendent of Schools. (Education Code 48273)

Policy Approved:

Students AR 5113.12(a)

DISTRICT SCHOOL ATTENDANCE REVIEW BOARD

Upon receiving a referral of a student with attendance and/or behavior problems, a designated member of the school attendance review board (SARB) shall review the case and may meet with school personnel to determine whether the school has provided sufficient information about the student's attendance record or behavior. If the referral is complete and is an appropriate matter for the SARB to consider, the SARB chairperson shall provide written notification to the student's parents/guardians stating the reasons a referral has been made, explaining the SARB process, advising whether additional information is needed, and describing school-level interventions that have previously been attempted.

The SARB shall meet with the student and his/her parents/guardians, give them an opportunity to present their understanding of the problem, and discuss the school and/or community resources appropriate for the student's circumstances.

Any SARB meeting to consider matters related to an individual student shall be held in closed session unless the parent/guardian requests, in writing, that the meeting be held in open session.

(cf. 9321 - Closed Session Purposes and Agendas)

The SARB shall have access to relevant student records, but shall not provide access to others without written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5125 - Student Records)

For the limited purpose of making a proper disposition of the referral of a student, the SARB may issue subpoenas pursuant to Code of Civil Procedure 1985-1997 or may request the juvenile court to issue subpoenas to require the attendance of the student, parents/guardians or other person having control of the student, the school authority referring the student, or any other person who has pertinent or material information concerning the matter. The SARB shall not issue any subpoena that includes a request for production of written materials, but may request a juvenile court to issue such subpoena for the production of written materials. (Education Code 48263, 48321.5)

The SARB shall issue written directives stating the responsibilities of all persons involved, detailed resource referrals, and follow-up dates for the school's reports on the student's progress. The written directives shall include an agreement that the student will attend school or improve classroom behavior as applicable, and shall be signed by the student, his/her parents/guardians, the SARB chairperson, and the Superintendent or designee.

When referred by the SARB, a student may be assigned to a community day school or a

DISTRICT SCHOOL ATTENDANCE REVIEW BOARD (continued)

county community school. (Education Code 1981, 48662)

(cf. 6185 - Community Day School)

At any time it deems proper, the SARB may require the student or his/her parents/guardians to furnish satisfactory evidence of participation in any available community services that the student or parents/guardians have been directed to use. (Education Code 48263)

Based on progress reports submitted by the school, the SARB may terminate the agreement upon the successful completion of the terms of the agreement, extend the time for completion of the agreement, or schedule another meeting with the student and his/her parents/guardians.

If the student's attendance or behavior problems cannot be resolved by the SARB, or if the student and/or the student's parents/guardians continually and willfully fail to respond to SARB directives or the services provided, the student or parents/guardians shall be referred to the appropriate agency, including law enforcement agencies when necessary. (Education Code 48263, 48290-48291)

Regulation Approved:



Fountain Valley School District Support Services

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director of Support Services

SUBJECT: REVISED BOARD POLICY 5117 INTERDISTRICT

ATTENDANCE (FIRST READING)

DATE: February 9, 2018

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for adoption due to changes in Education Code or statute.

Board Policy 5117 contains changes to include language to reflect District parameters for denying student requests to transfer out of FVSD. These changes will be relevant in the event the District must face significant levels of declining enrollment and/or more students requesting interdistrict transfers out. Additionally, this policy protects children in military families from being denied a transfer out.

Fiscal Impact:

None known at this time

Recommendation:

It is recommended that Board Policy 5117 Interdistrict Attendance be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Students BP 5117

INTERDISTRICT ATTENDANCE

The Board of Trustees recognizes that parents/guardians of students who reside in-within the **geographic boundaries of** one district may, for a variety of reasons, choose desire to enroll their child in a school in another district.

```
(cf. 5111.1 - District Residency)
(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5118 - Open Enrollment Act Transfers)
```

Interdistrict Attendance Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

Transportation

The district shall not provide transportation beyond any school attendance area.

Limits on Student Transfers Out of the District to a School District of Choice

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

```
(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
```

Policy adopted: FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California Students AR 5117(a)

INTERDISTRICT ATTENDANCE

Interdistrict Attendance Permits

In accordance with an agreement between the Board of Trustees and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)

(cf. 5131.2 - Bullying)

- 2. To meet the child care needs of the student. Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a child care provider within district boundaries.
- 3. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.
- 4. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.
- 5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school.
- 6. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.
- 7. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

(cf. 5113.1 - Chronic Absence and Truancy)

8. When there is valid interest in a particular educational program not offered in the district of residence.

INTERDISTRICT ATTENDANCE (continued)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

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

Within 30 **calendar** days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

```
(cf. 5145.6 - Parental Notifications)
```

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

```
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
```

Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. (Education Code 46600)

Transfers Out of the District

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average

INTERDISTRICT ATTENDANCE (continued

daily attendance.

2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

(cf. 3100 - Budget)

- 3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
- a. A court-ordered desegregation plan
- b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
- c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

Regulation approved:



Fountain Valley School District Support Services

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director of Support Services

SUBJECT: REVISED BOARD POLICY 5131.6 ALCOHOL AND OTHER

DRUGS (FIRST READING)

DATE: February 9, 2018

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for adoption due to changes in Education Code or statute.

Board Policy 5131.6 has been updated to include references to other FVSD policies (for example, suicide prevention) that did not exist in previous versions. Changes also include adding social-emotional supports and intervention for students who consume alcohol or other certain drugs while on campus or at school events. As part of the movement to find alternatives to suspension, these interventions are added as options. The provision for the Board to expel students from the District who sell controlled substances is delineated in this policy as well.

Fiscal Impact:

None known at this time

Recommendation:

It is recommended that Board Policy 5131.6 Alcohol and Other Drugs be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Students BP 5131.6(a)

ALCOHOL AND OTHER DRUGS

The Board of Trustees believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. The Superintendent or designee shall develop comprehensive programs and activities to foster safe, healthy, and drug-free environments that support academic achievement. The Board desires to keep district schools free of alcohol and other drugs in order to help prevent violence, promote school safety and create a well-disciplined environment conducive to learning.

```
(cf. 0450 - Comprehensive Safety Plan)
(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 5137 - Positive School Climate)
```

The district's alcohol and drug prevention and intervention programs shall be coordinated with other school and community-based services and programs and shall promote the involvement of parents/guardians. The Superintendent or designee may collaborate with the county office of education, community-based organizations, health providers, law enforcement agencies, local child welfare agencies, postsecondary institutions, businesses, and other public and private entities in program planning, implementation, and evaluation.

The Superintendent or designee shall develop, implement and evaluate a comprehensive prevention and intervention program that is coordinated with other school and community based services and programs. The district's program shall be scientifically based and designed to prevent or reduce alcohol or other drug use and the possession and distribution of illegal drugs. It shall include primary prevention activities such as decision-making skills and conflict management, instruction, referral to a rehabilitation program, enforcement/discipline, activities that promote the involvement of parents/guardians and coordination with appropriate community agencies and organizations.

```
(cf. 0450 Comprehensive Safety Plan)
(cf. 1020 - Youth Services)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4020 Drug and Alcohol Free Workplace)
(cf. 5138 Conflict Resolution/Peer Mediation)
(cf. 6020 - Parent Involvement)
```

Prevention and intervention programs and activities may include, but are not limited to: (20 USC 7118)

1. Evidence-based drug and violence prevention activities and programs that educate students against the use of alcohol, tobacco, cannabis, smokeless tobacco products, and electronic cigarettes

```
(cf. 5131.62 - Tobacco)
```

2. Professional development and training for school staff, specialized instructional support personnel, and interested community members on drug prevention, education, early identification, intervention mentoring, recovery support services, and, where appropriate, rehabilitation referral

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

3. School-based mental health services, including early identification of drug use and referrals to counseling services, and/or partnerships with public or private health care entities that have qualified mental and behavioral health professionals

```
(cf. 5141.6 - School Health Services)
```

4. Programs and activities that provide mentoring and school counseling to all students, including students who are at risk of drug use and abuse

The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of the district's program in reducing drug and alcohol use. The Superintendent or designee shall develop and implement an evaluation process that includes ongoing assessment and analysis of objective data regarding the incidence of drug and alcohol use among district students, including discipline problems, and the prevalence of risk factors.

The Superintendent or designee shall consult with principals, teachers, other school personnel, students and parents/guardians when developing the district's program.

The Superintendent or designee shall clearly communicate to all students, staff and parents/guardians the district's policies, regulations and school rules related to the use of alcohol and other drugs on school campuses or at school activities. Information about program needs and goals shall be widely distributed in the community.

```
(cf. 5131.61 Drug Testing)
(cf. 5131.62 Tobacco)
(cf. 5131.63 Steroids)
```

Staff should encourage students to participate as responsible partners in efforts to maintain a safe, constructive school climate.

```
(cf. 5137 Positive School Climate)
```

The district's drug education program shall augment county drug education services, if any. District staff shall take every opportunity to cooperate with county and county office of education staff in planning and implementing collaborative alcohol and drug prevention programs.

```
(cf. 1020 - Youth Services)
(cf. 1400 Relations Between Other Governmental Agencies and the Schools)
```

Instruction

The district shall provide science-based preventative instruction which has been proven effective in helping students avoid the use of alcohol and other drugs.

```
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)
```

All instruction and related materials shall consistently state that unlawful use of alcohol or other drugs is wrong and harmful. Instruction shall not include the concept of responsible use of drugs or alcohol when such use is illegal. (20 USC 7114, 7162; Health and Safety Code 11999.2)

The district shall offer staff development activities for staff who implement the comprehensive drug and alcohol prevention and intervention program.

```
(cf. 4131 - Staff Development)
```

Intervention, Referral and Student Assistance Programs

The Superintendent or designee shall inform school staff, students and parents/guardians shall be informed about early warning signs which may indicate alcohol and other drug use and about appropriate agencies offering intervention programs, counseling, referral and other student assistance programs.

The Board strongly encourages any student who is using alcohol or drugs to discuss the matter with his/her parent/guardian or with any staff member. Students who disclose their use of alcohol or other drugs when seeking help from an intervention or recovery program shall not be disciplined for such use.

```
(cf. 5141.52 - Suicide Prevention)
```

Enforcement/Discipline

The Superintendent or designee shall take appropriate action to eliminate possession, use or sale of alcohol and other drugs and related paraphernalia on school grounds or at school-sponsored activities.

Any student found by the Board to be selling a controlled substance listed in Health and Safety Code 11053-11058 shall be expelled in accordance with BP/AR 5144.1 - Suspension and Expulsion/Due Process. A student found to have committed another drug or alcohol offense, including possession or intoxication, shall be referred to appropriate behavioral interventions or student assistance programs, and may be subject to discipline on a case-bycase basis.

```
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6145 - Extracurricular and Cocurricular Activities
(cf. 5131 - Conduct)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)
(cf. 5145.12 - Search and Seizure)
```

Students possessing, using or selling alcohol or other drugs or related paraphernalia shall be subject to disciplinary procedures including suspension or expulsion and/or referral to law enforcement in accordance with law, Board policy and administrative regulation. In addition, such students may be referred to an appropriate counseling program, transferred to an alternative placement, and/or be restricted from extracurricular activities, including athletics.

```
(cf. 5144 Discipline)
(cf. 5144.1 Suspension and Expulsion/Due Process)
(cf. 6145 Extracurricular and Cocurricular Activities)
```

Program Evaluation

The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of district programs in reducing drug and alcohol use. The Superintendent or designee shall periodically report to the Board on the effectiveness of district activities in achieving identified objectives and outcomes. (20 USC 7116)

(cf. 0500 - Accountability)

Policy adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT

Fountain Valley, California

Students AR 5131.6(a)

ALCOHOL AND OTHER DRUGS

Instruction

The curriculum of all elementary and secondary schools shall include instruction on the effects upon the human body, as determined by science, of tobacco, alcohol, narcotics, dangerous drugs as defined in Health and Safety Code 11032, and other dangerous substances. Instruction shall be sequential in nature and suited to meet the needs of students at their respective grade level. (Education Code 51203, 51260)

(cf. 5131.62 - Tobacco)

In grades 1-6, instruction in drug education should be given in health or science courses required by Education Code 51210.

In grades 7-8, instruction in drug education shall be conducted in health or science courses and in any other appropriate area of study required by Education Code 51220.

(cf. 6142.8 - Comprehensive Health Education)

Instruction shall be provided by appropriately trained instructors who have demonstrated competencies, as determined by the principal or designee, in the following areas: (Education Code 51260)

- 1. The ability to interact with students in a positive way
- 2. Knowledge of the properties and effects of tobacco, alcohol, narcotics, dangerous drugs, and shared drug apparatus
- 3. Effective teaching skills and competency in helping students to express opinions responsibly and to become aware of their values as they affect drug-use decisions

Intervention

District staff shall intervene whenever students use alcohol or other illegal drugs while on school property or under school jurisdiction. Staff members who have a reasonable suspicion that a student may be under the influence of alcohol or drugs shall immediately notify the principal or designee.

If the principal or designee, in his/her professional capacity or in the course of his/her employment, knows, observes or suspects that a student may be under the influence of alcohol or drugs, he/she may notify the parent/guardian. (Education Code 44049)

School staff shall not disclose confidential information provided during counseling by a student 12 years of age or older. A school counselor may report such information to the principal or parent/guardian only when he/she believes that disclosure is necessary to avert a clear and present danger to the health, safety or welfare of the student or other persons living in the school community. The school counselor shall not disclose such information to the parent/guardian if he/she believes that the disclosure would result in a clear and present danger to the student's health, safety or welfare. (Education Code 44049, 49602)

(cf. 5022 - Student and Family Privacy Rights) (cf. 5141 - Health Care and Emergencies)

(cf. 6164.2 - Guidance/Counseling Services)



SO 17-18/B18-27 Fountain Valley School District Superintendent's Office

MEMORANDUM

TO: Board of Trustees

FROM: Mark Johnson, Superintendent

SUBJECT: 2018 CSBA Delegate Assembly Election – Region 15

DATE: February 9, 2018

Background

Enclosed is a copy of the 2018 CSBA Delegate Assembly Election ballot and biographical sketches of all nominees. The Board of Trustees may vote for up to eight candidates with no more than one vote for any one candidate. Each member board shall submit one ballot. The ballot contains a provision for write-in candidates. The official ballot, with the signature of the Board Clerk, must be returned to CSBA postmarked no later than March 15, 2018.

Recommendation

It is recommended that the Board of Trustees reaches consensus to vote for the Region 15 Delegate Assembly nominees of its choice, not to exceed eight candidates.

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY**, **MARCH 15**, **2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT REGION 15 (Orange County)

Number of vacancies: 8 (Vote for no more than 8 candidates)

Delegates will serve two-year terms begi	nning April 1, 2018 – March 31, 2020
*denotes incumbent	
Dana Black (Newport-Mesa USD)*	Kathryn A. Moffat (Orange USD)
Lauren Brooks (Irvine USD)*	Rosemary Saylor (Huntington Beach City SD)*
Lynn Davis (Tustin USD)*	Michael H. Simons (Huntington Beach Union HSD)*
Candi Kern (Cypress ESD)*	Francine Scinto (Tustin USD)*
Jackie Filbeck (Anaheim ESD)	Sharon Wallin (Irvine USD)*
Shari Kowalke (Huntington Beach City SD)	Dennis Walsh (Saddleback Valley USD)
Charlene J. Metoyer (Newport-Mesa USD)	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District	Date of Board Action

REGION 15 - 27 Delegates (18 elected/9 appointed♦)

Director: Meg Cutuli (Los Alamitos USD)

Below is a list of all the current Delegates with expired terms from this Region.

County: Orange

Alfonso Alvarez (Santa Ana USD)♦, appointed term expires 2019 Valerie Amezcua (Santa Ana USD)♦, appointed term expires 2018 Dana Black (Newport-Mesa USD), term expires 2018 Lauren Brooks (Irvine USD), term expires 2018 Carrie Buck (Placentia-Yorba Linda USD), term expires 2019 Bonnie Castrey (Huntington Beach Union HSD), term expires 2019 Jeff Cole (Anaheim ESD), term expires 2019 Ian Collins (Fountain Valley ESD), term expires 2019 Lynn Davis (Tustin USD), term expires 2018 Judy Franco (Newport-Mesa USD), term expires 2018 Karin Freeman (Placentia-Yorba Linda USD), term expires 2019 Al Jabbar (Anaheim Un. HSD), term expires 2019 Gila Jones (Capistrano USD)♦, appointed term expires 2019 Candice (Candi) Kern (Cypress ESD), term expires 2018 Martha McNicholas (Capistrano USD)♦, appointed term expires 2018 Lan Nguyen (Garden Grove USD)♦, appointed term expires 2018 Annemarie Randle-Trejo (Anaheim Union HSD)♦, appointed term expires 2018 Teri Rocco (Garden Grove USD)♦, appointed term expires 2019 Rosemary Saylor (Huntington Beach City ESD), term expires 2018 Francine Scinto (Tustin USD), term expires 2018 Michael Simons (Huntington Beach Union HSD), term expires 2018 Robert A. Singer (Fullerton Joint Union HSD), term expires 2019 Suzie R. Swartz (Saddleback Valley USD), term expires 2019 Sharon Wallin (Irvine USD)♦, appointed term expires 2018 Dolores Winchell (Saddleback Valley USD), term expires 2019 Vacant Appointment (Saddleback Valley USD) ♦, appointed term expires 2019

County Delegate:

John (Jack) Bedell (Orange COE), term expires 2019

County

Orange



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to Signature:	have your name placed or	the ballot and to serve as a Delegate, if elected. Date: December 5, 2017
Name: Dana Black		CSBA Region-subregion #: 15
District or COE: Newport-Mesa Unifie	ed School District	Years on board: 21
Profession: Realtor	Contact Number: (ple	ease √√Cell
*Primary E-mail: dblack@nmusd.us		
(*Communications from CSBA will be sent to primary Are you a continuing Delegat		how long have you served as a Delegate? 6 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am a business woman for over 30 years through my successful real estate career; I come in contact daily with all walks of life in our community; particularly our families, teachers and support staff. I know what a priority education is in our community. I was elected to the board in 1996 and have come to rely on CSBA and my fellow Delegates in Region 15 to make sure our community receives all the facts that will affect our Students and their families. Our elected representatives must hear the truth about what impacts their decisions have on the students attending the public schools in our State. I would appreciate the opportunity to serve as a Delegate Assembly member for CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Served in the capacity of Board President, 5 years; Vice President and Clerk of the Board 3 years each; attendee CSBA Annual Conference 20 years; attendee Legislative Network Conference in Sacramento; attendee OCSBA Dinner Meetings; FRN Conference in Washington, D.C.; CSBA Curriculum Institute; CSBA Welcome Back to School Conference; CSBA Board President Workshop; Local Budget Advisory Committee member; District County Pool Investment/ Audit Committee member; Newport Beach Chamber of Commerce Education Committee member; Superintendent's Student Advisory Board Liaison; Special Education Community Advisory Committee member; District's English Language Learner Advisory Committee member.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The California State Budget continues to put public schools in a reactive mode with minimal participation. I believe local control is imperative to the success of our public schools; together with our collective voice and experience we are a positive force for change in governance. I believe the public will continue to look to us for answers and hold the local school board trustees accountable for the success of our students with the flexibility to be competitive and innovative.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on	CONTRACTOR OF THE CONTRACTOR O
Signature: 1 (UNLW) ANORE	Date: 12:15:2017
Name: Lauren Brooks	CSBA Region-subregion #: 15
District or COE:Irvine Unified School District	Years on board: 5
Profession: N/A Contact Number: (ple	ase vX Cell Home Bus.)714-292-2033
*Primary E-mail: <u>laurenbrooks@iusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? X Yes No If yes,	how long have you served as a Delegate? 4 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a School Board Trustee for the Irvine Unified School District and as a parent/community volunteer, I am a strong proponent of legislative advocacy. I advocated in Sacramento as a parent and PTA member for 20 years and have the distinct pleasure of facilitating the Irvine High School Advocacy Trip to Sacramento for the past 12 years. I have seen first hand the significant impact of student-led conversations with legislators and grassroots advocacy with legislators. There are numerous critical challenges facing our schools starting with funding issues. I'm excited about the opportunity to continue my involvement in policy, political leadership, governance and to continue advocacy through CSBA and Delegate Assembly for the best educational experience for each student in California. I would be honored to be reelected as a CSBA Delegate Assembly member for Region 15.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served the Irvine community for more than 20 years. My experience includes: Irvine Unified School District Board of Education Trustee for 5 years, Liaison to Coalition for Legislation Action, Coastline ROP Board President, Emergency Prep Inter-agency and Medical Advisory Committee, Irvine Child Care Project Board member, Irvine Prevention Coalition, Irvine Public School Foundation Executive Board, Irvine Unified PTA Council Executive Board for 10 years, Irvine Chamber Business and Workforce Development Committee, Orange County School Board Association Treasurer and Unified School Board Representative, Co-founder of the annual High School Student Advocacy trip to Sacramento, and Region 15 Delegate Assembly member for 4 years. In addition, I further support my community through my continued contributions to Family Forward, Mercy House, Muscular Dystrophy Association and many other organizations.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The primary challenge facing governing boards is to secure adequate funding at both the state and federal levels to ensure a quality education for every child. CSBA must remain steadfast in its efforts to inform and influence state leadership regarding the impacts of state funding to ensure fair and equitable funding for all students and provide local boards the flexibility and authority to allocate resources specific to their students needs.

CSBA's influence and reach will be instrumental in both harnessing the resources to support effective implementation and ultimately, in preparing students for their future.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:

Date:

December 11, 2017

Lynn Davis

Name:

Tustin Unified School District

Pub. Engagement Advisor

Profession:

Profession:

Iynndavis@lynndavis.org

Primary E-mail:

Profession:

Vess No If yes, how long have you served as a Delegate?

Vears on board:

714/665-9591

Profession:

Vess No If yes, how long have you served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Public education is changing fast, given the demands of a more stringent, world-wide economy, a generation raised electronically connected to the internet, new rigorous standards and rising expectations.

This requires us to focus on what we need to accomplish this, including: sufficient, steady, reliable financial resources; a well prepared pool of teaching professionals, Career Technical Education integrated into college prep programs and recognized as such by U.C. - not only as an alternative to four-year college, strengthening STEM, project-based learning that engages all students, and openly addressing gaps in academic achievement.

I have found that a collaborative, consensus-building approach to continually improving student success and the quality of education and teachers abilities is in the long-run the fastest, most effective way to bring about TRUE gains. Grabbing headlines can be fun, but seldom productive.

Please describe your activities and involvement on your local board, community, and/or CSBA.

15-year Board member, 3 time Board president, attended every CSBA annual conference since my election in 2002. Key leader in passing school bonds for facilities [2008] and educational technology [2012] attaining over 60% YES vote. Have worked to promote public engagement in public education in communities throughout Orange County.

MBA from Harvard Business School and former Chief Financial Officer for high tech start-up firm. BA Math, Claremont McKenna. California Schools Public Relations Association member. Program Director, Tustin Host Lions Club - active in a wide range of service activities, including international youth exchange. Active in the League of Women Voters, along with my wife Brenda.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? Public education is under attack. People are told that schools are a failure and a waste of tax money. Even though the idea of universal public education being available from kindergarten through college is a particularly American idea that has contributed to our nation's greatness, many are prepared to walk away. That would be disastrous - high quality public education is more essential to our nation's success than ever before!

We need to band together to promote prudent public investment in quality education. Our schools are good, getting stronger, and are essential to the success of our state and our nation and worthy of public investment! Through CSBA we promote and explain this to average voters and taxpayers.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Signature: July Le	e your name placed on the ballot and to serve as a Delegate, if elected. 1/2/18 Date:
Candi Kern Name: Cypress Elementary District or COE: Former Educator Profession: *Primary E-mail: Ckern@cypsd.org	CSBA Region-subregion #: 15 Years on board: 714.272.3053 Contact Number: (please V Cell Home Bus.)
(*Communications from CSBA will be sent to primary emo Are you a continuing Delegate?	res No If yes, how long have you served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate

Assembly enjoyed my first term on the Delegate Assembly. The Delegate Assembly serves as a vital link between our statewide organization and our diverse individual respective school boards. The structure of our Delegate Assembly meetings has enabled me to voice the needs of my own district as well as the needs of our region to our CSBA leadership. I am humbled and honored by the prospect of serving my fellow school board members in this role. As a former biingual educator, I am passionate about meeting the unique needs of all students, and striving to eliminate the achievement and opportunity gaps. I know that by serving as a delegate to CSBA I can have greater influence in achieving these goals. Through my work in Fourth District PTA (representing all of the PTAs in Orange County), I have participated five times in their legislative visits to Sacramento. This has given me first-hand experiences in advocacy working directly with legislators in Sacramento.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As an eager and active board member, I regularly visit school sites and attend school and community events. I attend OCSBA events, including the fiscal updates and joint dinners with ACSA. I have attended our Annual Education Conference every year since I have become a board member, and have extended the conference to include new member orientation, board president workshop, and of course, the Delegate Assembly meetings. I am a graduate of the Masters in Governance program and have found that training to be invaluable in deepening my professional development as an effective board member. I currently serve on one site level PTA and two school district level PTAs. I am currently the Executive Vice President of Fourth District PTA, which serves 125,000 members in Orange County. My most recent endeavor serving students has been as a consultant for the Orange County Department of Education. I was hired to help support our "One Billion Acts of Kindness" campaign which focuses on the social and emotional wellbeing of our students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I'll name four: 1) The increase in PERS/STRS contributions. The outlook is bleak when looking at the multi-year budget forecasts for most districts. Only a legislative fix can help provide some relief. 2) Continuing facilities needs. Though the passage of Propostion 51 offered some hope, the bureaucratic slowdown of the release of funds has proven to slow progress. The "three-legged stool" model, which was mostly successful for decades, is in jeopardy. 3) Local Control. Though our current governor was a strong advocate for local control, it is yet to be seen how future governors will stand on this issue. Our legislature can help maintain the decision-making at the local level. 4) Adequate funding. Although it is a repetitive theme, our state continues to fund our schools at among the lowest in the nation, and that is unacceptable. All of these challenges can be addressed by advocacy work from CSBA and by local board members engaging their local legislators.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on Signature:	the ballot and to serve as a Delegate, if elected. Date: ユーユー フ
Name: <u>Jackie Filbeck</u> District or COE: <u>Anaheim Elementary School D</u> Profession: <u>Real Estate Agent</u> contact Number: (please *Primary E-mail:	CSBA Region-subregion #:
(*Communications from CSBA will be sent to primary email) Are you a continuing Delegate? Yes \int \text{No} If yes, h	now long have you served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have served on the Anaheim Elementary School District (AESD) Board of Education for 3 years now and am a lifelong resident of Anaheim. It is truly a privilege to represent the citizens and families of this great city.

I have admired the work of CSBA since joining the Board and would be honored to bring my experience as an Anaheim Elementary student, parent, and now elected official to this trusted organization as we work together for all students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am the newly elected AESD Board President for 2018 and serve as the Board PTA representative. I served as Board Clerk in 2017. I am on the Executive Board of the Anaheim Family YMCA, involved in promoting community wellness, recreational activities and afterschool programs. My five years as an Anaheim City Commissioner for the Sister City Commission has been spent developing and directing the student exchange program with our sister city, Mito Japan. I serve on, or am involved with, several community committees such as Flag Day, 4th of July Parade, various holiday events, and a performing dance group. In the past years I have served as a PTA president, Girl Scout leader and have held elected positions on numerous youth sports boards.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I think governing boards face several challenges in today's educational environment, most notably, the ability to understand the need to aggressively market district programs.

With increased competition from private and charter schools I believe, in partnership with CSBA, educators must acknowledge that we have a product to promote and ultimately sell to the general public. I am confident, through a collaborative approach, we can prepare our schools and districts in California to be successful in the years ahead.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected. Digitally signed by Shari Kowalike DN: cn=Shari Kowalike, cn=HBCSD, ou=HBCSD, email=boardkowalike@hbcsd.us, c=US Signature: Date: 2018.01.02 10:57:25 -08'00'

Date: January 2, 2018 Name: Shari Kowalke CSBA Region-subregion #: 15 District or COE: Huntington Beach City School District Years on board: 6.5 years Profession: Graphic Designer Contact Number: (please V Cell Home Bus.) 714-366-1133 *Primary E-mail: boardkowalke@hbcsd.us (*Communications from CSBA will be sent to primary email) Yes No If yes, how long have you served as a Delegate? n/a Are you a continuing Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would Like to serve as a delegate for Region 15 to allow me to advocate for children and education. I have been an PTA volunteer advocate for 14 years, attending the 4th District Sacramento Safari several times as well as local advocacy and legislative events in Orange County in support of students and education. Additionally, I am a graduate of the CSBA Masters in Governance Program and I have attended the CSBA Annual Education Conference every year since being appointed to the Huntington Beach City School District's Board of Trustees.

I am the proud daughter of two public education teachers. My daughter is a sophomore in college and my son is a sophomore in high school. Both of my children have received the highest quality public education from my school district as well as the high school district. I believe that my experience, enthusiasm, inquisitive nature, and skills have prepared me to successfully contribute and collaborate on critical issues facing all children.

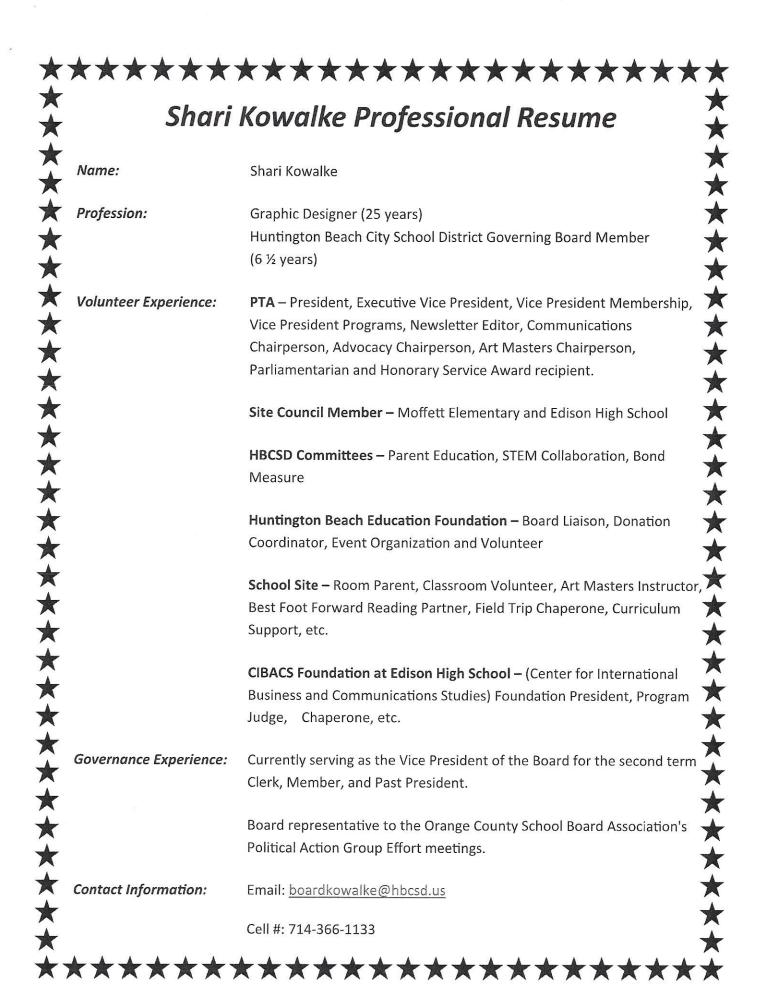
Please describe your activities and involvement on your local board, community, and/or CSBA.

During my time on the Board, I have served as Board Clerk, Vice-President, and President. During my tenure as President of the Board of Education I focused on strengthening relationships with both associations within the district and increasing our districts communication strategies. In my time as a Board Member, I have strongly supported our district's transition in utilizing research based strategies for our educators, as well as the implementation of the four C's (Critical Thinking, Collaboration, Communication, and Creativity) which is reflected in the tremendous growth of our students.

As I mentioned, I have served our students, community and schools as a PTA leader holding various positions in multiple schools as well as the Huntington Union Council PTA. Additionally, I have served on various committees in the district and support organizations, such as the Huntington Beach Education Foundation.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- 1. Setting Policy As new laws and changes in education are enacted or mandated. CSBA needs to set accurate and concise policies. These policies need to be clearly communicated to Board Members to allow them to be more effective in governance.
- 2. Equity and Opportunity This applies to all children. CSBA needs to look forward to the global markets and what is going to be needed in education to meet these future demands. As well, how education be funded beyond the '07-'08 LCFF standard.
- 3. Advocacy In line with the new grass root advocacy measure that CSBA is putting forward. I support stronger local advocacy training and initiatives to make education in California a top priority for our local and state government leaders.





2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Signature: Naulus Me	100 - 1	tte:December 5, 2017
Name: Charlene J. Metoyer	9	CSBA Region-subregion #: 15
District or COE: Newport-Mesa Unified	School District	Years on board: 3
Profession: Educator-Retired Contact Number: (please V Cell Home Bus.) 714-313-7257		
*Primary E-mail:cmetoyer@nmusd.u		
(*Communications from CSBA will be sent to primary en Are you a continuing Delegate?		ong have you served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

After participating on the Newport-Mesa USD Board of Education and attending the OCSBA, CSBA, and NSBA Conferences and seminars I wish to further my commitment to represent the children, staff, and stakeholders at Delegate Assembly. I am a strong advocate of public education. As a former principal, teacher, PTA leader, and community member, I am blessed with this range of experiences to bring to the table. As the newest member of the N-MUSD Board of Education, I will balance the experience of our veteran delegates with enthusiasm and "fresh eyes".

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently the Clerk of the Board and received my Masters of Governance in 2015. I have served on SARB (1), Legislative Rep (2), OCSBA PAGE (2), City of Newport Beach Youth Council Rep (3), Community Advisory Committee (Special ED) (3), N-MUSD Arts Commission (3), Costa Mesa Chamber of Commerce Education Committee (3), and Costa Mesa Youth Sports Council (3). As an advocate for the Arts, I volunteer with the Pacific Symphony Orchestra and network to foster arts in public schools. Additionally I am an active member of the PTA/PTSA of my local schools. (indicates #years served)

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are two big challenges facing governing boards: closing the achievement gap and re-branding public education as the phenomenal system it is. #1 CSBA can continue to offer workshops, seminars, and assistance to Local Districts relative to the role of the school board in closing the achievement gap (creating policy to support and direct curriculum and finance decisions to achieve that goal). #2 CSBA could develop a campaign to secure stable, adequate, and consistent funding for public education as well as championing Local Control and Local Governance.

Charlene Juhl Metoyer

759 Alegheny Avenue Costa Mesa, Ca 92626 cmetoyer@nmusd.us 714.313.7257 cell

EMPLOYMENT EXPERIENCE:

2014-present

Governing Board Member Trustee Area 2, Newport-Mesa Unified School District

1988-2012

Newport-Mesa Unified School District (N-MUSD)

- o Principal, Elementary Harbor View School and Pre-School, Eastbluff School
- District Science/Math Coordinator.
- o Interim Principal, Sonora School and Eastbluff School
- Interim Director of Elementary Curriculum
- Summer Science Principal, Grades K-6
- Title VII Coordinator-Project ATOM;
- Administrative Intern, Adult Education
- o Teacher (Elementary and Secondary), Mentor Teacher, Master Teacher

1982-1985

Fountain Valley School District (FVSD);

o Teacher, Talbert Middle School

1974-1980

Los Angeles Unified School District;

Teacher, Samuel Gompers Junior High School

EDUCATION:

CSBA - Master of Governance 2015

- o ACSA Personnel Academy (2004-2005)
- o Professional Administrative Services Credential (valid through 2015)
- o Master of Science in Educational Administration- National University 1996
- Standard Elementary Teaching Credential: Biological Science (life)
- o Standard Secondary Teaching Credential; Biological Science, Mathematics (life)
- Clear Cross cultural Language and Academic Development Certificate (CLAD)(life)
- Bachelor of Arts- California State University, Northridge, 1973; Major: Biological Sciences, Minor: Mathematics

PROFESSIONAL ORGANIZATIONS:

- California School Boards Association CSBA;
- Orange County School Boards Association -OCSBA
- Association of California School Administrators- ACSA, Vice-President, Programs 2011-2012; Membership Chair 2007-2011 (secretary, State Membership Committee); Vice-President, Public Relations 2004-2006; Regional Delegate 2004-2005,

PROFESSIONAL REFRENCES:

- Martha Fluor, Past President CSBA 949-933-4151
- Jan Billings, Ph.D. Executive Director, ACSA Region XVII 949-673-0125
- Robert Barbot, Ed.D. former Superintendent Newport-Mesa Unified School District 530-644-7244



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Signature: Tylery . Mof	Date: December 20, 2017
Name: Kathryn A. Moffat	CSBA Region-subregion #: 15
District or COE: Orange Unified School Dist	
Profession: former teacher Cor	ntact Number: (please √√Cell ☐Home ☐Bus.) 714-655-2233
*Primary E-mail: kamoffat3@gmail.com	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? Ye	No If yes, how long have you served as a Delegate? 8 years as former delegate

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a school board member for sixteen years I have seen how important the work of CSBA is, and as a former Delegate I am aware of the critical role of Delegate Assembly in guiding the organization. The Delegate Assembly keeps member Delegates current on key issues affecting education in California, and enables CSBA leadership to be in close communication with local schools and districts. The Delegate Assembly also allows local districts to have a voice in the governance of CSBA. My record as a leader on my board, having served as president, vice president and clerk, have shown that I am a clear communicator and one who takes seriously the responsibilities of the office. I will speak up to share with CSBA the concerns of my district and community, and I am well connected with our schools and community leaders. Our district is in a transition right now with a skilled, enthusiastic new superintendent, and we are well-positioned to build on current achievement levels. As a CSBA Delegate I can assist my district and also CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA.

A former elementary school teacher with a background in the teaching of science, I welcome today's emphasis on STEAM. I have been a key advocate in my district for programs based on inquiry and hands-on learning. I have a decades-long history of leadership and advocacy for the California State PTA, having served on its Board of Managers and its Board of Directors multiple terms. I have served my community as Orange Chamber of Commerce's director of its Leadership Orange leadership development program, and am an active member of my church, contributing to its liturgical ministry as a lector. A member of Toastmasters International for twenty years, I continue to hone my speaking and leadership skills through its world-renowned programs, and as current vice-president for education for my club, I benefit from friendships with similarly-focused members, and from the leadership opportunities afforded me. It is my honor to have been recently elected to Orange County's County Committee on School District Organization.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The challenge is always providing a top quality education for every student, making sure every student achieves his highest potential, and doing that with unbearably tight budgets. Implicit in that statement is the reality of continuing transition to statewide standards and effective measurement and reporting of student performance, the urgency of closing the achievement gap, and the need to address the perpetual burden of underfunding. California's health and security depends on every child's ability to contribute maximally to our future. Current measures to balance STRS and PERS retirement systems with draconian local district contributions ignore the massive gut-punch dealt to schools and districts, as well as wildly-roaring stock market gains, which seem to be curing the ills of most investors. Why not STRS and PERS? United in CSBA, we can call for systemic review balancing employee needs in 2017 and beyond with the responsibility of wise and intelligent investment strategies to keep retirement systems solvent without crippling schools.

Kathryn A. Moffat

9891 Oakwood Circle Villa Park, California 92861 December 20, 2017

- I. Education BS in Elementary Education, University of Nebraska
- II. Professional Experience
 - a. Former Teacher, elementary grades
 - 1. Lincoln Public Schools, Lincoln, Nebraska;
 - 2. Anne Arundel County Public Schools, Annapolis, Maryland:
 - 3. Shawnee Mission Public Schools, Shawnee Mission, Kansas
 - b. Orange Chamber of Commerce former program director, Leadership Orange

III. Community Service

- a. Serrano PTA, and Villa Park High School former president PTA/PTO organizations
- b. Orange USD Legislative Coalition current member, former president
- c. Tongues A Flame Toastmasters current vice president for education; former president
- d. Orange YMCA Board of Directors former president
- e. Orange Community Council of PTA former treasurer, secretary, scholarship chair
- f. California State PTA former vice president for community concerns; former director of legislation; advocacy team, six years; legislation action committee sixteen years
- g. Fourth District (Orange County) PTA advocacy team member; former vice president for legislation, former vice president for education; former vice president for community concerns.
- h. National PTA, former member Reflections Committee

IV. Orange Unified School District - trustee, sixteen years

- a. Current vice president; former president and clerk
- b. Led OUSD effort in the arena of hands-on inquiry based science instruction resulting in training hundreds of elementary teachers and establishment of an extensive districtwide science resource materials center as a central element in Orange Unified's awardwinning program of science instruction. These measures resulted in significant growth in the performance of OUSD students in science, and led into current extensive STEAM programming.
- V. California School Boards Association former Delegate, eight years
- VI. **Orange County** Elected member, Orange County Committee on School District Organization
- VII. Community Service Lector, St. Norbert's parish in the liturgy ministry.
- VIII. **Personal -** She and husband Duncan Moffat are proud parents of three grown children, and have five grandchildren.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Rosemary Saylor
Dete: 2017 11 13 14 48:13 - 08901

Signature: Rosemary Saylor Date: 2017,11.13 14:48:13 -08:00'	Date: 11/13/17
Name: Rosemary Saylor	CSBA Region-subregion #: 15
District or COE: Huntington Beach City School District	Years on board: 11
Profession: Business Owner Contact Number: (ple	ease v Cell Home Bus.) 715-315-4701
*Primary E-mail: rsaylor@surfcity.com	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? Ves No If yes	, how long have you served as a Delegate? 4

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It all began with working my way up to President of most levels of PTA starting in the late 1980s, giving me the bedrock of experience of public school funding and advocacy. Now, as a 3rd term school board member and 2nd term member of the delegate assembly, I continue to learn as things constantly change with Local Control, Common Core, technology implementation, etc. and continue to be dedicated to our public school system and the education and welfare of our students. Along with my husband, I am also a business owner of a technological company with many years of experience and expertise in delegating, accounting, technical support, and more importantly, in successfully communicating on all levels with customers and colleagues.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have 11 years of school board experience in a successful K-8 school district, where I am about to serve a third time as board president. When my children were in school I served as PTA president in K-5, Middle, High School and PTA Council and served as PTA 4th District secretary. I have also been both a cub scout and girl scout leader. For several years I worked as a substitute teacher prior to being elected to the school board which gave me a unique insight to many school and classroom cultures. I have also served on numerous strategic planning committees and bond committees for both the elementary and high school districts. Currently, I serve on Delegate Assembly and am in my second term as president of the Orange County School Board Association.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The ongoing major issue, despite LCFF, is one of reliable, consistent and adequate funding for school districts. We still need to address class sizes, more exemplary teachers, updated technology, staff training and updated, safe school campuses. It is an ongoing battle for sufficient means to keep programs in place. CSBA is one of the major organizations that can have significant influence with our representatives, convincing them that only an educated population can allow our country to remain a strong and influential world leader. Working to push our political leaders to provide sufficient funds for public schools is still, sadly, a top priority.



2018 Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Signature: Da	te: December 17, 2017
Name: Dr. Michael H. Simons District or COE: Huntington Beach Union High School Diatrict	CSBA Region-subregion #: 15 Years on board: 26
Profession: Podiatrist Contact Number: (please V	Cell
*Primary E-mail: msimons@hbuhsd.edu	
(*Communications from CSBA will be sent to primary email)	ong have you served as a Delegate? 5

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate

Assembly.
Legislative advocacy has been an interest of mine going back to my initial gubernatorial appointment to the Board of Podiatric Medicine, Department of Consumer Affairs in 1977. This interest has continued with my position of the Board of Trustees of the H.B.U.H.S.D. since 1991. During these many years, I have been able to establish beneficial relationships with many local and State legislators, as well as with many members of the education community.

I have now been a member of the Delegate Assembly for five years and understand the relationship and importance of the Delegates interfacing with the Board of Directors as well as the role we play in the election of Board officers.

I have also been a member of the House of Delegates of the California Podiatric Medical Association.

Additionally, I bring the perspective of a parent whose children have graduated from public high schools as well as the University of California and California State University systems.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been a member of the Huntington Beach Union High School District board of Trustess since 1991, and during that time have served eight terms as President, as well as multiple terms as other officers of the Board. I have also been a member of many other H.B.U.H.S.D. committees such as Strategic Planning, Citizens Oversight Committee for a local school bond for which I was a co-chair, District Representative to the Orange County Committee on Reorganization, Superintendent/PTSA Roundtable as well as Certificated and Classified Employee Relationship Committees. I regularly attend Orange County School Board Association meetings and have two terms as our District representative to the five member Coastline Regional Occupational Program, including two terms as Board President.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The inability of the Legislature to fully and appropriately fund public education continues to plague our schools. The LCFF, although well intentioned, has created funding inequities resulting in "have not" school districts. CSBA needs to exert its influence to create legislation to provide improved funding including raising the base level amount to elevate California from its current position in the bottom 5-10 states in the nation.

Another area that would improve local funding is to stop the drain that Charter Schools are causing on school districts all over Califronia. CSBA can be helpful in promulgating regulations that level the field between public and charter schools.

Michael Simons Resume

Education:

Michigan State University, B.S. Zoology California College of Podiatric Medicine, DPM California College of Podiatric Medicine, M.S. Medical Education

School District Activities:

Appointed Member, Board of Trustees, Huntington Beach Union High School District – 1991 Elected Member, Board of Trustees, Huntington Beach Union High School District – 1992 Re-elected Member, Board of Trustees, Huntington Beach Union High School District – 1996, 2000, 2004, 2008, 2012, 2016

President, Board of Trustees, Huntington Beach Union High School District – Served 7 times Member, Board of Trustees Coastline Regional Occupation Program – 2000-2002, 2008-2010 President, Coastline Regional Occupation Program Board of Trustees – 2 times Member, Orange County Department of Education Committee on Reorganization – 2005 to present

CSBA Masters of Boardsmanship CSBA Delegate Assembly – 2012 to present

CSBA AEC attendance - 1991-2017

Professional Activities:

Member, Board of Podiatric Medicine, California Department of Consumer Affairs Chief Medical Consultant, Board of Podiatric Medicine
Member, Medical Executive Committee, Fountain Valley Regional Hospital
Chair, Credentials Committee, Fountain Valley Regional Hospital
Director, Podiatric Residency Training Program, Fountain Valley Regional Hospital
Director, Podiatric Residency Training Program, Orange Coast Memorial Hospital
Vice-Chair, Institutional Review Board, Memorial Health Systems
President, Orange County Podiatric Medical Association

Civic Activities:

Member, Community Services Committee, City of Huntington Beach Member, Infrastructure Advisory Committee, City of Huntington Beach Administrative Vice-President, Robinwood Little League Certified Little League Umpire



2018 Regional County Delegate Assembly Candidate Biographical Sketch Form DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and, if elected, to serve as County Delegate and as a member on the CCBE's Board of Date: Date:	f
Name: Francine Scinto COE: Tustin Unified School District, Orange County Profession: VP, Orange County Associ Primary E-mail: fscinto@gmail.com CSBA Region-subregion #: 21 Years on board: 949-247-6449	
*Communications from CSBA will be sent to primary email) Are you a continuing Delegate? 国 Yes □ No If yes, how long have you served as a Delegate?	**************************************

Why are you interested in becoming a CSBA County Regional Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would be honored to continue serving as a Delegate representing CSBA Region 15, bringing our Orange County perspective to issues of concern to all California districts. I have enjoyed both the process and getting results, working hard to stay informed on key issues. I am knowledgeable about and participate actively in education policy conversations at the local, regional and state level. I keep in touch with our local legislators and their staffs. During the past few years, I've also served in Orange County as Orange County School Board Association President and Vice President, leading and School District Reorganization. A key perspective I contribute is honed from 18 years' experience representing Tustin at state develop lobbying strategies for Sacramento to support suburban schools. I am also the parent of three TUSD graduates who have earned four-year college degrees.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Locally I've been involved in a broad range of activities and committees during 21 years on the TUSD Board. I support our district's goals of improving student achievement, providing a challenging curriculum for all, strong STEM offerings, and opportunity for dual language fluency; focusing on student wellness; and ensuring prudent fiscal and facility management. We've passed three school bonds in 15 years. Recently I've devoted time to assuring college preparedness and universal access to higher education, including both private and public colleges. First elected to the TUSD Board in 1996, I've been re-elect six times. I've served four times a president and eight as Vice President or Clerk. For 21 years, I've attended every CSBA Annual Educational Conference. I've also participated in CSBA's Delegate Assembly, Opportunities for Hispanic Students and Lobbying Day in Sacramento. I earned CSBA's Master of Boardsmanship. In Orange County, I served on the Pacific Chorale Board of Directors and its Education Committee bringing after school choral programs to underserved youth.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? I care passionately about public education and its critical impact on the future of our nation. The most important responsibility we face is preparing ALL of our students to be competitive in the global marketplace into which they are inevitably thrust. Quality teaching and curriculum are always of paramount importance. But the single biggest hurdle facing governing boards is funding. Though California public schools have finally reversed the years of slow strangulation of funding cutbacks, our state still ranks near the bottom for per-pupil funding. CSBA must lobby for rational robust school funding, minus the seesaw of unreliable resources. The base formula just isn't adequate in light of escalating costs. We are in a new era of funding formulas, testing and accountability. CSBA needs to assure the LCFF and LCAP are fair for all students and districts. CSBA can play an important role in maintaining and increasing the public's support for schools, the lever which will ultimately cause Sacramento to fully fund education. Active and persistent lobbying of the governor and legislature for full funding is CSBA's most important role.

Francine Scinto

1772 Sirrine Drive, Santa Ana, California 92705

Phone: 714-376-1876 Fax: 714-972-9902 E-Mail: fscinto@gmail.com

Objective

Election to California School Boards Delegate Assembly

Work Experience

Orange County Associates, Vice President, Santa Ana, Ca. Asset Management, Commercial and Industrial Real Estate, Portfolio Management 1996 to present Kids Quarters and the Sleep Factory, Vice President, Orange, Ca. Manufactured and retailed children's furniture, bedroom furniture 1979 - 1994 Ogilvy & Mather, Account Executive, New York, N.Y. Hershey (Reese's Peanut Butter Cups) and Kimberly Clark (Huggies) account management 1977-1979 United Press International, New York, N.Y. Editor, Illustrated Science Service and Administrative Assistant, International Features Division 1972-1977 Education Columbia University, Graduate School of Business, New York, N.Y. Majors in marketing and finance. M.B.A. 1977 Manhattanville College, Purchase, New York

B.A. 1972

Major in English; Managing Editor, Touchstone, college newspaper

Public Service and Non Profit Experience

Tustin Unified School District, Board of Education, 1996-present; Past President, Vice President/Clerk

California Association of Suburban School Districts - Representative 1998 - present; President 2008-10

Orange County School Boards Vice President, Legislative Representative 2011 - present

Pomona College, Board of Trustees, 2008-present

Parent Council, Pitzer College 2005-2008; Pomona College 2006 - present

Currently volunteer with education, art, theatre and open space conservation organizations in Orange County.

Past board member and officer, Foothill Community Association, AYSO, and PTA in Tustin.

President and founding Board Member, The Daniel and Francine Scinto Foundation, a public supporting charity whose mission is to support other educational and charitable organizations.



Delegate Assembly Biographical Sketch Form Due: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax: (916) 371-3407 | or email: lgosselin@csba.org

Please complete, sign and date this required one-page biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and please do not re-type this form. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature/indicates your consent to serve	
Signature: <u>Sharon Waller</u> Date: 12-3	27-17
Name: Sharon Wallin	BA Region-subregion #: 15
District: Irvine Unified Ye	ears on board: 15
Profession: Governance Team Contact Number: (please V Cell Home	e □ _{Bus.)} 949 378-2733
Primary E-mail*: sharonwallin@iusd.org	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? Yes No If yes, how long have you served as a Dele	gate?_13 years
Why are you interested in becoming a Delegate? Please describe the skills and experience Assembly.	es you would bring to the Delegate

As California embarks on a journey with a new Governor, leadership from school board members are critical. The involvement Delegate Assembly provides will help shape our pillars to support public education. We must have a collaborative relationship with the Governor and his/her new staff. In addition, working within our Legislative and Legal Alliance groups, we will now have new opportunities to express our concerns regarding funding, governance and closing the achievement gap. As a delegate, I always provide my colleagues guidance for ideas for action; important resolutions and CSBA's guiding principles. My numerous years on Delegate Assembly, IUSD board of education and involvement with legislative issue, will bring CSBA much wisdom and knowledge.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Current President. Irvine Unified School District Board of Education Past President and member, Irvine Unified School Board of Education for 15 years Past president and member, Coastline Regional Occupation Program Past Executive Board Member, Irvine PTA Council for 25 years

Served on Orange County Board of Education

Appointed to CSBA's legislative committee

Liaison; to numerous committee such as Disaster Prep, to Irvine PTA Council, Coalition for Legislative Action, inter-agency disaster preparation, etc.

Recipient, Marian Bergson Award, 2020-2011

Completion of Masters in Governance

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe our priority issues facing school boards include:

Funding STRS and PERS

Raising the base of LCFF (if it is continued with new Governor)

Prop 98 is not providing a base, only a celling

Statewide preschool, not funded out of Prop 98

State facility Bond, since the recent Prop 51 is too slow to allocate money

CSBA should continue with finding authors to legislation; developing relationships with legislators, providing legal help with precedent- setting laws and secure funding for CSBA's PAC.



Delegate Assembly Biographical Sketch Form Due: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax: (916) 371-3407 | or email: lgosselin@csba.org

Please complete, sign and date this required one-page biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and please do not re-type this form. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your con Signature: Dennis Walsh	nsent to serve. Digitally signed by Dennis Walsh Date: 2018.01.07 20:17:26 -08'00'	Date: January 7, 2018
Name: Dennis Walsh	=	CSBA Region-subregion #: 15
District: Saddleback Valley I	USD	Years on board: 7
Profession: Tax & Accounting	Services Contact Number:	(please √ Cell Home Bus.) 949.874.2535
Primary E-mail*: Dennis.Wals	sh@SVUSD.org	
(*Communications from CSBA will be sent	to primary email)	
Are you a continuing Delegate?		have you served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I think it is critically important that the over 1,000 school districts in California act as a united group. I don't think that individual school districts should have to reinvent the wheel. We must train, share, and represent all the school districts. We must also advocate as a united front. The CSBA must be a strong lobbying group, as strong as or stronger than all the other lobbyist groups. We are fighting for our survival in Sacramento, and Washington, and if we are going to do the job we need to for education in California, we have to fight for every dollar against all the other groups fighting for their dollars. Until we get the voters to support education as a state priority, we are not going to win the funding fight. I think with my business, finance, and my knowledge of public education I would be a good candidate to help fight this fight. I am not afraid to stand up to anyone to fight for public education.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on our board for 7 years, during which I have served as President, Vice President and Clerk. Before I was on the board I was involved in our local PTA, serving as President, Treasurer, Parliamentarian, Web Site chair, and Advocacy chair. I also served on the Saddleback Valley Council PTA as Treasurer, Parliamentarian, Web Site committee, and the Advocacy Committee. On the 4th District PTA I served on the Advocacy Committee, and the Web Site committee. I also served on the Coastline ROP Board for 2 years. In addition, I serve on the board of a local non-profit, Vocational Visions, which works to create pathways for adults with disabilities.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge is funding. CSBA needs to lead an increased effort to improve per pupil funding. We need to increase our advocacy, and work toward improving education in CA. Working our way up to average, after having one of the best education systems in the country in not only embarrassing, it is bordering on neglect! I know this is a long uphill battle, but we must be willing to never give up. We did not get here overnight, and we won't be able to fix it overnight! We need to educate Californians, most of which are clueless as to how public education is currently (under) funded. We also need to show how we are underfunded, have been for too many years, and will be for too many years in the future. We need to demonstrate that with the exception of a few very large school districts, that most of the over 1,000 school districts are well run and not wasting their resources. We need to at least get to the level of adequate finding levels that have been developed by third party research.

Dennis Walsh

21001 Calle Caminata Lake Forest, CA 92630 Dennis.Walsh@SVUSD.org 949.874.2525

I have lived in Saddleback Valley for 36 years. In 1997, my wife Julie and I brought 3 foster children, a girl 9, a boy 6 and another boy 5 into our home with the intention of adopting them. They were three siblings from a family of nine children, and we were eventually able to adopt the three several years later. At the time they moved in I was working for myself, while my wife was an executive for a global company, and thus I became a stay at home dad. I began working in each of their classes one day a week. The first few days they were in elementary school, it was obvious that the teachers needed help. I continued to volunteer in the classroom, and got involved with the PTA. It was through them that I learned that the big problem was school funding. From then on I was someway involved with advocacy for our schools, working with local, council and district PTA's. When there was an opening in 2010 on our school board, I ran and I was fortunate to be sworn in at the December 2010 meeting. Our children are adults now, and Julie and I live in Lake Forest with our 6 year old granddaughter. And the process begins again!

Funding is still our biggest problem.

My professional career started as I was working my way through college. I worked as a computer operator, and a data center supervisor. After earning my Bachelor's degree, I started working for a computer company. I started as an auditor, and then I became a cost accounting supervisor, and then a financial analyst. From there I went into operations, where I was a manufacturing engineering manager, then I was assistant to the general manager of their facility in Mission Viejo, and then finally I was the materials manager. After 11 years in the corporate world, I struck out on my own. I began working on PC's and small networks. I also became proficient in QuickBooks, and did some accounting, along with being a tax preparer for individuals, corporations, and non-profits, which I still do. When our kids moved in, I cut back on the computer side of things, because I found it hard to bring all my kids with me in the afternoon when I had an emergency call to get a computer working.

MBA, Executive MBA Program, University of California Irvine, 1989 BS, Business & Accounting, California State University Long Beach, 1979 AA, Social Sciences, Psychology, State University of New York Ulster, 1972 Masters in Governance, CSBA, 2012 Registered Tax Preparer, California Tax Education Council, 2007

Fountain Valley School District

Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue Fountain Valley, CA 92708 **January 18, 2018**

MINUTES

President Cunneen called the regular meeting of the Board of

CALL TO ORDER

Trustees to order at 5:35pm.

The following board members were present:

ROLL CALL

Jim Cunneen President
Jeanne Galindo Clerk
Sandra Crandall Member
Lisa Schultz Member

Late:

Ian Collins President Pro Tem

Motion: Mrs. Schultz moved to approve the meeting

AGENDA APPROVAL

agenda.

Second: Mrs. Galindo

Vote: 4-0

Assistant Superintendent, Personnel, Cathie Abdel, led the Board of Trustees through a review of the recent Classification Study conducted in 2017. Ross Hessler, HR Manager, joined Mrs. Abdel. Mr. Hessler shared a review of the three phases of the Classification Study conducted by EMS, including phase one: job analysis conducted in spring 2017. Mrs. Abdel reviewed phase two: internal and external equity, noting that internal equity focused on uniformity of compensation structures within and across job families and sub-families. In addition, she reviewed external equity, analysis of benchmark classification representations of job subfamilies – 47 positions, considering total compensation. Lastly, she detailed phase three: findings and recommendations.

PERSONNEL COMMISSION CLASSIFICATION STUDY

Mr. Collins joined the meeting at 5:49pm.

Mrs. Abdel reviewed the findings shared in phase three, including in phase one, updated job descriptions and

recommended changes in classification titles to support uniformity. And in phase two, internal equity adjustments for 5 classifications, market equity adjustments for 9 classifications, and adjustment to Classified Management salary schedule to support consistent numbering. In addition, she noted that EMS found overall that there is a consistent salary structure and practice in place. Following this, Mrs. Abdel shared further detail from the timeline of events following phase three. In closing, she reviewed next steps including an MOU with CSEA, Chapter 358 and recommendations coming to the Board at the February Board meeting.

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

CLOSED SESSION

PUBLIC COMMENTS

Mr. Cunneen announced that the Board would retire into Closed Session. Action was anticipated. The following was addressed:

- 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 Legal Counsel Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

The public portion of the meeting resumed at 6:30pm.

PLEDGE OF ALLEGIANCE

Boy Scout Den 12 Pack 1226 led the Pledge of Allegiance.

SPECIAL PRESENATIONS

The Board of Trustees recognized and thanked retiring Personnel Commissioner and past Board Member, Rabbi Stephen Einstein. The Board of Trustees joined staff and the community in celebrating Rabbi Einstein's dedication to the Fountain Valley School District since his election to the Board of Trustees in 1986 and his appointment to the Personnel Commission in December 1990.

RECOGNITION OF RETIRING PERSONNEL COMMISSIONER RABBI STEPHEN EINSTEIN

On November 9th, all of the elementary schools in Fountain Valley School District participated in a District-conducted professional development conference focused on elementary literacy, Can't Stop the Reading. Assistant Superintendent, Educational Services, Dr. Steve McLaughlin presented to the Board the video that kicked off this momentous day of learning.

PRESENTATION OF
ELEMENTARY
LITERACY
PROFESSIONAL
DEVELOPMENT VIDEO,
CAN'T STOP THE
READING
RECOGNITION OF
PARENT VOLUNTEERS
FROM NEWLAND
SCHOOL

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 recognized and thanked Megan Bowen and Kim Louie. The Board joined staff and family members in thanking these parents for all that they do for Newland School.

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 recognized and thanked Phu Nguyen and Lynda Misajon. The Board joined staff and family members in thanking these parents for all that they do for Plavan School.

RECOGNITION OF PARENT VOLUNTEERS FROM PLAVAN SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized the following outstanding students from Newland School: Manuel Guerroro (TK), Sage Hacker (K), Henri Peignoux (1st), Travis Nguyen (2nd), Benjamin Bostick (3rd), Anh Pham (4th), and Hailey Sisco (5th). The Board of Trustees joined staff and family members in celebrating the outstanding accomplishments of these students.

RECOGNITION OF STUDENTS FROM NEWLAND SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized the following outstanding students from Plavan School: Ella Islas (TK), Drago Vu (K), Serene Anderson (1st), Minh Nguyen (2nd), Audrey Truong (3rd), Hailey Tran (4th) and Katelynn Luu (5th). The Board of Trustees joined staff and family members in celebrating the outstanding accomplishments of these students.

RECOGNITION OF STUDENTS FROM PLAVAN SCHOOL Following the recognitions, the Board of Trustees took a brief recess for cookies and photos.

RECESS

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins wished everyone a happy New Year and noted the exciting things coming up this year. His activities since the last meeting included: Huntington Beach Community Services Commission meetings, Oka singalong, District Office holiday breakfast, FVSF meeting, FV Rotary Most Improved Student recognition, and SPC meeting.

Mrs. Galindo's activites since the last meeting included: District Office holiday breakfast, FVSF meeting, and the State of Our Schools breakfast.

Mrs. Crandall thanked our Extended School Program for providing 60 children a safe place to be over much of the holiday break. In addition, she thanked Summer Harvest for providing holiday ham dinners to local families in need. Her activities since the last meeting included: Polar Day, Fulton's Middle School Jazz Band performance at Christmas in the Gazebo, Fulton's choir, guitar and rock band and Masuda's choir, band and orchestra persfromances, Talbert's drama presentation, FV Rotary Most Improved Student recognition, Tamura Principal Kathy Davis' recognition as FVSD's Admin of the Year, SPC meeting, Hyundai's Holiday Lane event, and District Office holiday breakfast.

Mrs. Schultz' activities since the last meeting included: luncheon at Mrs. Crandall's home and the State of Our Schools breakfast. She commended Dr. Johnson for his presentation and for sharing with our community their impact on our District, noting that it was an inspiring morning.

Mr. Cunneen's activities since the last meeting included: Polar Day, Fulton's Middle School Jazz Band performance at Christmas in the Gazebo, dance performances, Who Stole Christmas performance, and the State of Our Schools breakfast. He thanked the Board for their service this month.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mrs. Fullerton noted one change to the pages 2 and 4, date for submittal changed from February 22, 2018 to February 21, 2018.

Motion: Mr. Collins moved to adopt Resolution 2018-20

Approving the Request For Proposal for Pre-Construction And Lease-Leaseback Services for Measure O School Modernization and Air

Conditioning.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Galindo moved to approve Board Policy

3280 Sale or Lease of District-owned Real

Property for first reading.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Schultz moved to approve the Consent

Calendar.

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from December 7th Annual Organizational Meeting
- Board Meeting Minutes from December 12th Special Meeting
- Personnel Items (Employee Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Williams Quarterly Report for Second Quarter 2017-18
- School Accountability Report Cards (SARCs)

APPROVAL OF

RESOLUTION 2018-20 APPROVING THE

REQUEST FOR

PROPOSAL FOR PRE-CONSTRUCTION AND

LEASE-LEASEBACK

SERVICES FOR

MEASURE O SCHOOL MODERNIZATION AND

AIR CONDITIONING

BOARD POLICY 3280

SALE OR LEASE OF DISTRICT-OWNED

REAL PROPERTY (FIRST

READING)

CONSENT CALENDAR

- Approve a Contract with JAMF, Inc., to Provide Mobile Device Management Software
- Appoint Members of Citizen's Bond Oversight Committee
- Special Ed Settlement Agreement 2018-D
- Special Ed Settlement Areement 2018-E
- Special Ed Settlement Agreement 2018-F
- Special Ed Settlement Agreement 2018-G
- Resolution 2018-21 Authorization to Apply for and Secure Grant Funding from the South Coast Air Quality Management District for the Purpose of Bus Replacement
- Contract for Professional Development Services with Scott Evans
- Memorandum of Understanding between the Orange County Superintendent of Schools and School Districts in Orange County for participation in the Orange County Integrated Foster Youth Education Database
- Award Contract to Ninyo and Moore Geotechnical & Environmental Consultants to Perform Hazardous Building Material Survey at Courreges Elementary and Masuda Middle Schools
- Non-Public Agency Contracts
 Non-Public School/Agency 100% Contract Cost Effective Dates

 Port View Preparatory School, Inc. \$2,380 11/17/17-6/30/18
 Cornerstone Therapies \$1,080 12/20/17-12/31/18

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson

Congratulated Mr. Cunneen on successfully leading his first regular meeting. In addition, he highlighted the current progress in our facilities efforts, noting that we are ahead of schedule with Masuda out of DSA and Courreges expected to be out by the end of the month. Because these projects have done better than planned, Cox has been moved into phase 2, meaning that half of our sites will have air conditioning in two years. This will potentially allow us to move Gisler from phase four into phase three and Newland from phase five into phase four. Moreover, he commended the FVSF on a successful State of Our Schools breakfast. In addition, he commended Dr. McLaughlin and his team as we are already planning for 2018-19. Furthermore, he noted that two years ago, there was a preschool at every site except Tamura. Now, with a preschool there as of last year, we can proudly say that we have a preschool at every elementary campus. In addition, with the adoption of Resolution 2018-20, the Board approved requesting for proposals for a construction company to partner with us in phases three, four and five. It is actions like these that allow us to get things done on time. Lastly, he wished everyone a happy New Year and noted his excitement over the upcoming student free, staff development day. In

closing, he thanked Mrs. Crandall for her support of our State of Our Schools breakfast and her generosity in sponsoring breakfast for all of our guests.

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into a second Closed Session. Action was 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 Legal Counsel Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

Mr. Cunneen made the following Closed Session announcement:

CLOSED SESSION ANNOUNCEMENT

"In closed session, on the motion of Mr. Collins, seconded by Mrs. Crandall, the Board voted unanimously to approve a compromise and release agreement with employee #1221."

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at

9:51pm.

Second: Mr. Collins

Vote: Unanimously approved

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT PERSONNEL ITEMS FOR APPROVAL February 15, 2018

1.0 EMPLOYMENT FUNCTIONS:

1.1 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEE ON TEMPORARY CONTRACT FOR THE 2017-2018 SCHOOL YEAR:</u>

	EMPLOYEE	<u>ASSIGNMENT</u>	LOCATION	EFFECTIVE
1	Marksbury Richard	6-8 Special Education	Fulton	02/13/2018

1.2 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING</u> CERTIFICATED LEAVES OF ABSENCE:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	LOCATION	REASON	<u>EFFECTIVE</u>
Shute, Jaymee	Kindergarten	Courreges	Maternity	01/31/2018
Renaud, Jennifer	Middle School Teacher	Masuda	Maternity	04/23/2018

1.3 <u>ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF</u> THE FOLLOWING CERTIFICATED EMPLOYEE:

	EMPLOYEE	<u>ASSIGNMENT</u>	<u>LOCATION</u>	EFFECTIVE
1.3.1	Lee, Monica	Special Education	Fulton	02/20/2018

- 1.4 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE MODIFIED DAYS, SPORT TOURNAMENT, START AND END DATES, AND CLASSIFIED HOLIDAY CALENDARS FOR 2018-2019 SCHOOL YEAR (see attachments).</u>
- 1.5 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TENTATIVE SCHOOL CALENDAR FOR 2019-2020(see attachment).</u>

2.0 <u>INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT</u>

2.1 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SUPERVISED</u>
<u>FIELDWORK AGREEMENT WITH BIOLA UNIVERSITY FOR SCHOOL NURSING EDUCATION</u>
EFFECTIVE JANUARY 26, 2018.

FOUNTAIN VALLEY SCHOOL DISTRICT PERSONNEL ITEMS FOR APPROVAL February 15, 2018

3.0 EMPLOYMENT FUNCTIONS

3.1 <u>ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE</u> FOLLOWING CLASSIFIED EMPLOYEE:

	EMPLOYEE	LOCATION	<u>ASSIGNMENT</u>	EFFECTIVE
3.1.1	Ortiz, Eligio	Tamura	Custodian	03/16/2018

3.2 <u>ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:</u>

	EMPLOYEE	LOCATION	<u>ASSIGNMENT</u>	EFFECTIVE
3.2.1	Alba, Christian	Transportation	Special Education Bus Aide	01/02/2018

3.3 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:</u>

	EMPLOYEE	LOCATION	<u>ASSIGNMENT</u>	EFFECTIVE
3.3.1	Segura, Jetzabel	Tamura	Instructional Assistant	01/24/2018
3.3.2	Jones, Brandi	Oka	IA Moderate/Severe	02/05/2018
3.3.3	Laursen, Weston	Transportation	Special Education Bus Aide	02/07/2018

3.4 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:</u>

	EMPLOYEE	LOCATION	<u>ASSIGNMENT</u>	REASON	EFFECTIVE
3.4.1	Goris, Yolanda	Plavan	IA Moderate-Severe	Personal	01/25/2017
3.4.2	Howard, Jana	Talbert	IA Mild-Moderate	Maternity	01/31/2018

- 3.5 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, NATHAN LE FROM MAINTENANCE WORKER 1 AT MAINTENANCE TO HEATING AND VENTILATION TECHNICIAN AT MAINTENANCE, EFFECTIVE 01/23/2018.</u>
- 3.6 <u>ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED</u> NON-CLASSIFIED SCHEDULE PLACEMENT FOR 2018-2019 SCHOOL YEAR.

FOUNTAIN VALLEY SCHOOL DISTRICT PERSONNEL ITEMS FOR APPROVAL

February 15, 2018

EDUCATIONAL SERVICES

4.0 <u>APPROVAL OF ADDITIONAL DUTY REQUESTS</u>

4.1	NAME REHLING, Jennifer (Fulton)	ASSIGNMENT Sports coach for boys and girls volleyball teams	SALARY \$500 stipend + benefits per sport	<u>BUDGET</u> 010232989-1115	<u>DATE</u> 2017/2018 school year
4.2	LUCCHESE, Rina (District Office)	Visual Performing Arts Coordinator	\$2,000 stipend paid in 4 monthly installments of \$500 each, starting in March, 2018	014070075-2415	2017/2018 school year

5.0 <u>CONFERENCE/WORKSHOP ATTENDANCE</u>

	<u>NAME</u>	<u>ATTENDING</u>	LOCATION	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	HOEFER, Julianne (DO)	CATE 2018	San Diego,	Actual and	010055275-5210	March 9-11, 2018
	HERTZBERG, Page (Tal)	Convention ~	CA	Necessary	(for Hoefer,	
	O'NEAL, Dawn (Mas)	California			Hertzberg and	
	BARHAM, Deborah (Mas)	Association of			O'Neal)	
	(Educational Services)	Teachers of			010144949-5210	
		English			(for Barham)	

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: ALL CERTIFICATED EMPLOYEES FROM: Cathie Abdel, Assistant Superintendent, Personnel 2018-2019 Calendar of Modified Days SUBJECT: DATE: January 26, 2018 Please be advised of the following designations for modified day for the 2018-2019 School Year. **February** September 6 **Teacher Planning** Site Planning/Special Ed Back-to-School TK-5/Site Planning 6-8 Teacher Planning 13 14 Parent Conferences 20 Site Planning 20-22 27 Back-to-School 6-8/Site Planning TK-5 28 Site Planning October March 4 **Teacher Planning Teacher Planning** 11 Site Planning/Special Ed 14 Site Planning Report Card Prep 6-8/Site Planning TK-5 18 Site Planning 21 Report Card Prep TK-5/Site Planning 6-8 25 **Teacher Planning** 28 29-31 Parent Conferences November April **Parent Conferences** 1-2 4 Site Planning 8 Site Planning 11 **Teacher Planning** 15 Site Planning 18 Site Planning 29 Site Planning **December** May Report Card Prep 6-8/Teacher Planning TK-5 **Teacher Planning** 6 2 13 Report Card Prep TK-5/Teacher Planning 6-8 9 Site Planning Open House 6-8/Teacher Planning TK-5 20 **Teacher Planning** 16 Open House TK-5/Teacher Planning 6-8 23 January 28 **FVEA Association Modified Day** Site Planning 10 Site Planning 30 Teacher Planning/Special Ed 17 24 Site Planning June **Teacher Planning** Site Planning 31 6 13 Report Card Prep TK-8/Teacher Planning 18-20 Teacher Planning **Teacher Planning** Week of October 22nd **Progress Reports.** Teacher remains on campus for the purpose of lesson Week of December 10th **Send Report Cards home 6-8** planning, classroom management duties, progress/report card preparation, etc. Grade level and/or department Week of December 17th **Send Report Cards home TK-5** meetings may be held when necessary. Week of February 11th **Progress Reports** Week of March 25th Send Report Cards home 6-8 **Site Planning** Week of April 1st **Send Report Cards home TK-5** Principal/District staff development or site meetings. **Progress Reports** Week of May 13th

June 20th TK-8

Send Report Cards home

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTR

PERSONNEL

TO: All Schools

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: Sport Tournament Dates

DATE: January 11, 2018

Please note the tournament dates for the **2018-2019** 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, 11/14/2018	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 02/06/2019	VOLLEYBALL	FULTON MIDDLE SCHOOL
Wednesday, 04/17/2019	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 06/12/2019	TRACK and FIELD	FULTON MIDDLE SCHOOL

Board Approved:	

FOUNTAIN VALLEY SCHOOL DISTRICT

2018–2019 CALENDAR

START AND END DATES FOR:

PRINCIPALS, ASST. PRINCIPALS PROGRAM SPECIALISTS

COORDINATORS,

(210 DAYS)

AUGUST 2, 2018 TO JUNE 27, 2019

Thanksgiving Week Off

PSYCHOLOGISTS AUGUST 23,

(192 DAYS)

AUGUST 23, 2018, TO JUNE 27, 2019

Thanksgiving Week Off

12 MONTH CERTIFICATED JULY 1, 2018 TO JUNE 30, 2019

12 MONTH CLASSIFIED -

DIRECTORS, SUPERVISORS,

CONFIDENTIALS

JULY 1, 2018 TO JUNE 30, 2019

200 DAY CLASSIFIED AUGUST 16, 2018 TO JUNE 27, 2019

Thanksgiving Week Off

195 DAY CLASSIFIED AUGUST 16, 2018 TO JUNE 20, 2019

Thanksgiving Week Off

180 DAY CLASSIFIED SEPTEMBER 5, 2018 TO JUNE 20, 2019

NOTE 1: All 200 day Classified Employees will return on 8/16/2018

School offices open to public on Tuesday, 8/21/2018 School offices closes to public on Wednesday, 06/26/2019

NOTE 2: Middle School Principals will work an additional 5 days.

Board Approved: <u>02-15-2018</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

CLASSIFIED EMPLOYEES' HOLIDAY CALENDAR

2018-2019 SCHOOL YEAR

HOLIDAY	DATE	<u>DAY</u>
INDEPENDENCE DAY	July 4	Wednesday
LABOR DAY	September 3	Monday
VETERANS' DAY	November 12	Monday
ADMISSION DAY (Observed)	November 21	Wednesday
THANKSGIVING DAY	November 22	Thursday
BOARD APPROVED HOLIDAY	November 23	Friday
WINTER RECESS	December 24	- January 4
BOARD APPROVED HOLIDAY	December 24	Monday
CHRISTMAS DAY	December 25	Tuesday
BOARD APPROVED HOLIDAY	December 31	Monday
NEW YEAR'S DAY	January 1	Tuesday
MARTIN LUTHER KING DAY	January 21	Monday
LINCOLN'S BIRTHDAY	February 11	Monday
PRESIDENTS' DAY	February 18	Monday
SPRING RECESS	April 22 – Ap	ril 26
BOARD APPROVED HOLIDAY	April 26	Friday
MEMORIAL DAY	May 27	Monday

Board Approved:

FOUNTAIN VALLEY SCHOOL DISTRICT TENTATIVE 2019-2020 SCHOOL YEAR CALENDAR

AUGUST	15-28 29-Thursday	1 DAY TEACHER PRE-SERVICE STAFF DEVELOPMENT #1
SEPTEMBER	2- Monday 3- Tuesday 4- Wednesday 12-Thursday 19-Thursday	LABOR DAY HOLIDAY TEACHER PRE-SERVICE FIRST DAY OF SCHOOL BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	18-Friday 28-31	MID TRIMESTER PARENT CONFERENCES (Modified Days)
NOVEMBER	1 11-Monday 25-29	PARENT CONFERENCES (Modified Days) VETERANS DAY OBSERVED THANKSGIVING RECESS
	END OF FIRST	TRIMESTER 61 DAYS - DECEMBER 6
DECEMBER	23-31	WINTER RECESS
JANUARY	1-3 6-Monday 20-Monday	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY
FEBRUARY	7-Friday 10-Monday 17-Monday	MID TRIMESTER LINCOLN'S BIRTHDAY HOLIDAY PRESIDENTS' DAY HOLIDAY
MARCH	END OF SECO	PARENT CONFERENCES (Modified Days) ND TRIMESTER 61 DAYS - MARCH 20
APRIL	2-Thursday 9-Thursday 13-17	6-8 OPEN HOUSE TK-5 OPEN HOUSE SPRING RECESS
MAY	8-Friday 25- Monday 26 - Tuesday	MID TRIMESTER MEMORIAL DAY HOLIDAY FVEA CONTRACTURAL OBLIGATION (Modified day)
JUNE	16-18	MODIFIED DAYS

END OF THIRD TRIMESTER 58 DAYS - JUNE 18

LAST DAY OF SCHOOL

DAYS OF INSTRUCTION – 180

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

**2 Staff Development Days to be included within the school year.

18-Thursday

Roard	Approved:	
Duai u	ADDIOVEU.	

Fountain Valley School District

Non-Classified Salary Schedule Placement

2017-2018

REVISED

Classification	Hourly Rate	Range/Step
Noon Duty Aide	\$17.31	10/4
Information Technology Student Worker	\$16.12	SW2/01
Student Worker	\$11.00	01/01

Minimum Wage (Employers with 26 or more employees) - \$11.00/hour effective 1/1/18

Controller's Government Compensation in California http://www.publicpay.ca.gov/

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 2/15/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
FULTON			
	Target	\$1,000.00	Purchase soccer items
	Ms. Rehling's honor students	\$36.00	Principal's discretion
	Fulton PTA	\$966.94	Cubs
	Fulton PTA	\$262.36	Cheer Stipend
MASUDA			
	Masuda PTSO	\$2,583.91	Clubs, Coach stipends
PLAVAN			
	Plavan PTO	\$1,331.36	Field trip Transportation
	Plavan PTO	\$1,000.00	Copies, Ink
TALBERT			
	Talbert Parents	\$900.00	STEAM Transportation cost
	Talbert PTO	\$1,849.00	Homework & After School Clubs
	Talbert PTO	\$1,092.00	Homework & After School Clubs
TAMURA			
	Tamura PTO	\$2,153.86	5th gr trans to Griffith Pk Observatory

FOUNTAIN VALLEY SCHOOL DISTRICT BOARD MEETING FEBRUARY 15, 2018

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 78885 - 79171

Dates: 1/9/2018 - 1/31/2018

Fund 01	General Fund	432,582.39
Fund 12	Child Development	9,482.52
Fund 13	Cafeteria	60,186.93
Fund 21	GOB 2016 Election	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	7,850.68
Fund 68	Worker Comp	162,337.65
Fund 69	Insurance	106,570.34

TOTAL \$ 779,010.51

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018 TO 01/31/2018

PO NUMBER	<u>VENDOR</u>	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4098	CONNELL CHEVROLET	2,612.00	2,612.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
L20M4100	SOUTH BAY HEATING & A/C INC.	1,380.00	1,380.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4174	UNITED PARCEL SERVICE	30.00	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
L20M4175	COMMERCIAL DOOR OF ORANGE COUN	2,000.45	2,000.45	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4176	BUCHAN, RANDOLPH J	225.00	225.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4177	DESIGN PRINT BANNER LLC	403.54	403.54	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4178	ADVANTAGE WEST INVESTMENT ENTE	195.22	195.22	010239275 4310	School Nurse Expansion Project / Instructional Supplies
L20M4179	MENDTRONIX INC.	243.94	243.94	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4180	THURSTON ELEVATOR CONCEPTS INC	2,000.00	2,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4182	BUCHAN, RANDOLPH J	646.12	646.12	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4201	TIME AND ALARM SYSTEMS INC.	1,687.14	1,687.14	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4202	SWRCB ACCOUNTING OFFICE	1,400.00	1,400.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20R0943	CERTIFIED TRANSPORTATION BUS C	945.52	945.52	010013189 5811	Donations - Gisler / Transportation Outside Agency
L20R1062	BUREAU OF EDUCATION & RESEARCH	259.00	259.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R1074	SEHI COMPUTER PRODUCTS	527.63	517.63	015513860 4399	Special Ed Talbert RSP / Equipment Under \$500
			10.00	015513860 5899	Special Ed Talbert RSP / Other Operating Expenses
L20R1075	SOCIAL THINKING PUBLISHING	196.00	196.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R1089	MEDIC FIRST AID INTERNATIONAL	110.09	110.09	012889771 2233	Safety Class - Custodians / Additional Duty-Operation
L20R1090	AMAZON.COM LLC	90.91	90.91	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1092	SCHOOL SPECIALTY	67.16	67.16	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
L20R1094	HEINEMANN	3,556.13	3,556.13	010011089 5899	Donations - Tamura / Other Operating Expenses
L20R1095	ACSA FOUNDATION FOR	2,175.00	2,175.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R1097	TYLER DURMAN INC	1,500.00	1,500.00	010142989 5899	Donations - Fulton / Other Operating Expenses
L20R1098	STAPLES	91.07	10.86	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
			80.21	012849380 4325	Fiscal Services / Office Supplies
L20R1099	LAKESHORE LEARNING MATERIALS	100.00	100.00	010144989 4311	Donations - Masuda / Elective Supplies
L20R1100	CERTIFIED TRANSPORTATION BUS C	742.00	742.00	010144949 5811	Sch Site Instr - Masuda / Transportation Outside Agency
L20R1101	AMAZON.COM LLC	574.70	574.70	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R1102	ETS	400.00	400.00	010028255 4322	Intervention-Administrative / Testing Supplies
L20R1103	SCHOLASTIC INC.	267.29	267.29	010055675 4310	State Standards-READING / Instructional Supplies
L20R1104	EAGLE SOFTWARE INC.	600.00	600.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
L20R1105	STAPLES	119.61	119.61	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies

User ID: MEFOX Page No.: 1 Current Date: 02/06/2018

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018 TO 01/31/2018

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R1107	YOUTHLIGHT INC	50.40	50.40	015512960 4310	Special Ed Fulton RSP / Instructional Supplies
L20R1108	ARIEL SUPPLY INC.	44.26	44.26	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R1112	INSTITUTE FOR PROFESSIONAL DEV	107.41	107.41	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R1113	SEHI COMPUTER PRODUCTS	13,590.63	13,590.63	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R1116	MEDIC FIRST AID INTERNATIONAL	1,048.58	1,048.58	012739962 4310	Medi-Cal Billing-Nurses / Instructional Supplies
L20R1117	BARNES AND NOBLE	227.65	227.65	010055675 4310	State Standards-READING / Instructional Supplies
L20R1119	CERTIFIED TRANSPORTATION BUS C	554.38	554.38	010143889 5811	Donations - Talbert / Transportation Outside Agency
L20R1120	CERTIFIED TRANSPORTATION BUS C	1,108.76	1,108.76	010143889 5811	Donations - Talbert / Transportation Outside Agency
L20R1121	CERTIFIED TRANSPORTATION BUS C	1,108.76	1,108.76	010143889 5811	Donations - Talbert / Transportation Outside Agency
L20R1122	RAINBOW RESOURCE CENTER INC	37.33	37.33	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1123	NIC PARTNERS INC	1,700.87	1,700.87	012109078 5826	Tech/Media Office Operation / Licensing/Software, Maint/Supp
L20R1124	BOOKSOURCE	2,126.28	2,126.28	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R1129	METRO BUSINESS SOLUTIONS INC.	2,216.34	489.34	012059385 4330	Publications / Printing/Xerox Supplies
			1,727.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
L20R1130	HEINEMANN	750.00	750.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
L20R1131	SCHOLASTIC MAGAZINE	5,952.79	5,952.79	010055275 4310	State Standards-ELA / Instructional Supplies
L20R1132	STAPLES	34.50	34.50	012109078 4325	Tech/Media Office Operation / Office Supplies
L20R1133	APPLE COMPUTER ORDER DEPARTMEN	6,681.58	2,040.14	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			4,641.44	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R1135	PAUL H. BROOKES PUBLISHING CO.	326.25	326.25	010239275 4310	School Nurse Expansion Project / Instructional Supplies
L20R1136	CERTIFIED TRANSPORTATION BUS C	803.48	803.48	010011689 5811	Donations - Newland / Transportation Outside Agency
L20R1138	PEARSON CLINICAL ASSESSMENT	371.06	371.06	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R1139	CISCO SYSTEMS CAPITAL CORPORAT	10,589.70	10,589.70	012109078 5826	Tech/Media Office Operation / Licensing/Software, Maint/Supp
L20R1140	VERITIV	1,048.89	1,048.89	012059385 4330	Publications / Printing/Xerox Supplies
L20R1141	VIRCO MANUFACTURING	357.57	357.57	010019380 4399	School Equipment / Equipment Under \$500
L20R1142	SCHOOL OUTFITTERS	3,325.55	3,325.55	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
L20R1143	PARADIGM HEALTHCARE SERVICES	2,061.00	2,061.00	012299962 5813	Medi-Cal Billing-Consultant / Consultant
L20R1144	CASBO	1,530.00	1,530.00	012719380 5210	Business Department / Travel, Conference, Workshop
L20R1146	FLINN SCIENTIFIC	127.73	127.73	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
L20R1149	AMAZON.COM LLC	35.72	35.72	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R1150	TANDY LEATHER	226.20	226.20	010142989 4311	Donations - Fulton / Elective Supplies
L20R1151	MERRIAM, BOB	1,139.40	1,139.40	010142989 4311	Donations - Fulton / Elective Supplies
L20R1152	WILLIAMS WOOD WORKS INC.	732.70	732.70	010142989 4311	Donations - Fulton / Elective Supplies

 User ID:
 MEFOX
 Page No.:
 2
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/	/01/2018	TO 01/31/2018
---	----------	---------------

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R1153	SCHOOL SPECIALTY	96.90	96.90	010055175 4310	State Standards-MATH / Instructional Supplies
L20R1154	HEINEMANN	750.00	750.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1155	TIME FOR KIDS	937.33	937.33	010055675 4310	State Standards-READING / Instructional Supplies
L20R1156	HEINEMANN	3,218.32	3,218.32	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1157	SCENTCO INC	309.94	309.94	010011089 5899	Donations - Tamura / Other Operating Expenses
L20R1159	GROWING EDUCATORS INC	1,870.00	1,870.00	010014747 5215	Sch Site Instr - Courreges / Staff Development
L20R1161	JAMF HOLDINGS INC & SUBSIDIARI	12,300.00	12,300.00	012109078 5826	Tech/Media Office Operation / Licensing/Software, Maint/Supp
L20R1163	ARIEL SUPPLY INC.	402.27	402.27	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R1164	HEINEMANN	3,262.50	3,262.50	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1165	HEINEMANN	54.26	54.26	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1166	REALLY GOOD STUFF INC	53.22	53.22	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1167	PEARSON EDUCATION	53.84	53.84	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1169	STAPLES	203.28	203.28	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1170	BARNES AND NOBLE	5,643.20	5,643.20	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
L20R1171	BARNES AND NOBLE	6,113.71	6,113.71	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
L20R1172	BARNES AND NOBLE	4,693.85	4,693.85	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
L20R1173	HEINEMANN	3,262.50	3,262.50	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1174	BARNES AND NOBLE	469.47	469.47	011235675 4310	State Standards Discrt-READING / Instructional Supplies
L20R1176	SELOGIE AND BRETT LLP	5,000.00	5,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R1177	SCIACCA, BRIAN	3,000.00	3,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R1178	REALLY GOOD STUFF INC	65.25	65.25	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
L20R1179	GOPHER SPORTS EQUIPMENT	10.82	10.82	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
L20R1180	ARIEL SUPPLY INC.	318.53	318.53	012849380 4330	Fiscal Services / Printing/Xerox Supplies
L20R1181	BRADY-MAYEROV, MONICA	299.00	299.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R1183	SCHOOL HEALTH CORPORATION	4,566.75	1,917.30	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
			2,649.45	012739962 4410	Medi-Cal Billing-Nurses / Fixed Assets \$500-\$5000
L20R1184	BARNES AND NOBLE	142.46	142.46	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R1185	BAD WOLF PRESS	97.88	97.88	010014089 4310	Donations - Plavan / Instructional Supplies
L20R1186	AMAZON.COM LLC	271.86	271.86	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R1189	TEXTBOOK WAREHOUSE	194.88	194.88	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R1192	HEINEMANN	748.13	748.13	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R1193	LAKESHORE LEARNING MATERIALS	2,200.00	2,200.00	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1194	BOOKSOURCE	972.43	972.43	010114055 4210	Title I - Plavan / Library Books

 User ID:
 MEFOX
 Page No.:
 3
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018 TO 01/31/2018

PO		PO	ACCOUNT	ACCOUNT	
NUMBER	<u>VENDOR</u>	TOTAL	AMOUNT	<u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L20R1195	HEINEMANN	3,556.13	3,556.13	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1197	STAPLES	279.47	279.47	012658155 4325	Assessment and Accountability / Office Supplies
L20R1198	EAI EDUCATION	126.04	126.04	010055175 4310	State Standards-MATH / Instructional Supplies
L20R1201	SCHOLASTIC BOOK ORDERS	612.26	612.26	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1203	SCHOLASTIC INC.	79.64	79.64	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1204	SCHOLASTIC BOOK ORDERS	2,729.08	2,729.08	010114055 4210	Title I - Plavan / Library Books
L20R1208	GUITAR CENTER INC.	351.88	351.88	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R1209	E.G.BRENNAN & CO.	274.37	274.37	012059385 4330	Publications / Printing/Xerox Supplies
L20R1210	SOUTHWEST SCHOOL AND OFFICE SU	18.79	18.79	012059385 4325	Publications / Office Supplies
L20S8030	VERITIV	3,732.30	3,732.30	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8031	GRAINGER INC.	154.04	154.04	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8032	ARIEL SUPPLY INC.	2,998.02	2,998.02	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8033	INDUSTRIAL FORMULATORS INC.	356.70	356.70	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8034	ADVANTAGE WEST INVESTMENT ENTE	17.18	17.18	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8035	UNITED HEALTH SUPPLIES	259.92	259.92	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8036	SOUTHWEST SCHOOL AND OFFICE SU	128.87	128.87	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8037	CANNON SPORTS	175.41	175.41	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8038	VERITIV	18,317.50	18,317.50	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	180,911.47	180,911.47		

 User ID:
 MEFOX
 Page No.:
 4
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018 TO 01/31/2018

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4181	HOME DEPOT	1,898.20	1,898.20	120336098 4410	Extended School Administration / Fixed Assets \$500-\$5000
L20R1096	DISCOUNT SCHOOL SUPPLY	217.50	217.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1109	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1110	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1111	LAKESHORE LEARNING MATERIALS	761.25	761.25	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1125	TOYS R US	543.75	543.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1126	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1134	LAKESHORE LEARNING MATERIALS	1,000.00	1,000.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1137	LAKESHORE LEARNING MATERIALS	282.75	282.75	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1147	TOYS R US	326.25	326.25	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1148	LAKESHORE LEARNING MATERIALS	1,087.50	1,087.50	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1160	LAKESHORE LEARNING MATERIALS	367.58	367.58	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1162	ORANGE COUNTY DEPARTMENT OF ED	750.00	750.00	120017598 5210	Child Dev Cntr Preschool Instr / Travel, Conference, Worksho
L20R1168	HOME DEPOT	200.00	200.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1182	ORIENTAL TRADING COMPANY	24.36	24.36	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1199	DISCOUNT SCHOOL SUPPLY	109.88	109.88	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1200	LAKESHORE LEARNING MATERIALS	65.25	65.25	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
	Fund 12 Total:	7,960.53	7,960.53		

 User ID:
 MEFOX
 Page No.:
 5
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 02/15/2018

FROM 01/01/2018 TO 01/31/2018

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R1106	STAPLES	16.85	16.85	133207380 4325	Cafeteria Fund / Office Supplies
L20R1114	ACTION DUCT CLEANING COMPANY	2,000.00	2,000.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1115	REFRIGERATION CONTROL COMPANY	152.62	152.62	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1127	STAPLES	86.99	86.99	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R1158	REFRIGERATION CONTROL COMPANY	336.18	336.18	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
	Fund 13 Total:	2,592.64	2,592.64		

 User ID:
 MEFOX
 Page No.:
 6
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018

TO 01/31/2018

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L20R1205	DIVISION OF THE STATE ARCHITEC	6,150.00	6,150.00	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
L20R1206	DIVISION OF THE STATE ARCHITEC	5,125.00	5,125.00	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
	Fund 21 Total:	11,275.00	11,275.00		

 User ID:
 MEFOX
 Page No.:
 7
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 02/15/2018 FROM 01/01/2018

TO 01/31/2018

PO <u>NUMBER</u> <u>V</u>	<u>'ENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R1128 K	KEENAN & ASSOCIATES Fund 68 Total:	21,637.00 21,637.00	21,637.00 21,637.00	682719470 5899	Workers Comp Admin / Other Operating Expenses

 User ID:
 MEFOX
 Page No.:
 8
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 02/15/2018

FROM 01/01/2018 TO 01/31/2018

PO PO ACCOUNT ACCOUNT

<u>NUMBER VENDOR</u> <u>TOTAL AMOUNT NUMBER PSEUDO / OBJECT DESCRIPTION</u>

Total Account Amount: 224,376.64

 User ID:
 MEFOX
 Page No.:
 9
 Current Date:
 02/06/2018

 Report ID:
 P0010_Fund
 <v. 030305>
 Current Time:
 07:01:30

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

02/15/2018

				FRO 01/01/2018 TO 01/31/2018
PO <u>NUMBE</u>	VENDOR	PO <u>TOTAL</u>	CHANGE ACCOUNT <u>AMOUNT</u> <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L20M4008	ALLIED REFRIGERATION INC.	3,500.00	+1,500.00 012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0095	CALIFORNIA LEAGUE OF MIDDLE SC	1,107.00	-738.00 010143838 4311	Sch Site Instr - Talbert / Elective Supplies
			+1,107.00 010143838 5210	Sch Site Instr - Talbert / Travel, Conference, Workshop
L20R0170	SOUTHWEST SCHOOL AND OFFICE SU	2,149.43	+899.43 010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0388	ATKINSON ANDELSON LOYA RUDD &	65,000.00	+40,000.00 015659860 5830	Special Ed Legal Services / Legal Fees
L20R1081	BARNES AND NOBLE	510.65	+194.54 010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
	Fund 01 Total:		+42.962.97	

User ID: MEFOX Current Date: 02/06/2018 Page No.: 1 Report ID: PO011_Fund 07:05:13

Current Time: <v. 030305>

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

02/15/2018

FRO 01/01/2018 TO 01/31/2018

PO NUMBE

L20R0194

VENDOR

SAMS CLUB

PO TOTAL

10,000.00

 $\begin{array}{c} \textbf{CHANGE} & \textbf{ACCOUNT} \\ \underline{\textbf{AMOUNT}} & \underline{\textbf{NUMBER}} \end{array}$

+4,612.50 123206098 4710

PSEUDO / OBJECT DESCRIPTION

Extended School Food Service / Food

Fund 12 Total: +4,612.50

 User ID:
 MEFOX
 Page No.:
 2
 Current Date:
 02/06/2018

 Report ID:
 PO011_Fund
 <v. 030305>
 Current Time:
 07:05:13

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

02/15/2018

		DOMED OF TH	02,10,2010	FRO 01/01/2018 TO 01/31/2018
PO <u>NUMBE</u>	VENDOR	PO <u>TOTAL</u>	CHANGE ACCOUNT <u>AMOUNT</u> <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L20R0098	SAMS CLUB	3,000.00	+1,000.00 133207380 4710	Cafeteria Fund / Food
L20R0100	SMART & FINAL	600.00	+500.00 133207380 4710	Cafeteria Fund / Food
L20R0144	P & R PAPER SUPPLY COMPANY	10,000.00	+5,000.00 133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0146	PICK UP STIX	29,000.00	+15,000.00 133207380 4710	Cafeteria Fund / Food
L20R0147	SWIFT PRODUCE	15,000.00	+4,000.00 133207380 4710	Cafeteria Fund / Food
L20R0614	SANDWICH WORLD	10,500.00	+6,500.00 133207380 4710	Cafeteria Fund / Food
L20R0634	SCHOOL LUNCH PRODUCTS INC	40,000.00	+15,000.00 133207380 4710	Cafeteria Fund / Food
L20R0758	PREFERRED MEAL SYSTEMS INC	33,000.00	+18,000.00 133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:		+65,000.00	

 User ID:
 MEFOX
 Page No.:
 3
 Current Date:
 02/06/2018

 Report ID:
 PO011_Fund
 <v. 030305>
 Current Time:
 07:05:13

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

02/15/2018

FRO 01/01/2018 TO 01/31/2018

PO NUMBE VENDOR PO TOTAL CHANGE ACCOUNT AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

+112,575.47

 User ID:
 MEFOX
 Page No.:
 4
 Current Date:
 02/06/2018

 Report ID:
 PO011_Fund
 <v. 030305>
 Current Time:
 07:05:13



Fountain Valley School District Educational Services

MEMORANDUM

TO: Board of Trustees

FROM: Julianne Hoefer, Director, Educational Services

SUBJECT: Single Plans for Student Achievement

DATE: February 6, 2018

California Ed Code and the federal Every Student Succeeds Act require Single Plans for Student Achievement (SPSA) as a condition for accepting categorical funds, including Title I and Title III. The purpose of the plan is to consolidate school programs and create blueprints to improve academic achievement for all students. In order to provide coherence, the SPSAs are aligned with the Local Control Accountability Plans (LCAPs). The eight State Priorities (basic services, implementation of State Standards, course access, student achievement, other student outcomes, parent engagement, school climate, and student engagement) outlined in the LCAP are evident in the SPSAs.

Fiscal Impact:

There is no fiscal impact involved in the approval process.

Recommendation:

It is recommended that the Board of Trustees approves the School Plans for Student Achievement for Courreges, Cox, Fulton, Gisler, and Masuda. The remaining School Plans for Student Achievement will be included on the March 8, 2018 Board of Trustees meeting agenda.

The Single Plan for Student Achievement

School: Roch Courreges Elementary School

CDS Code: 30-66498-6094635

District: Fountain Valley School District

Principal: Chris Christensen **Revision Date:** December 13, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Chris Christensen

Position: Principal

Phone Number: 714.378.4280

Address: 18313 Santa Carlotta Street

Fountain Valley, CA 92708

E-mail Address: ChristensenC@fvsd.us

The District Governing Board approved this revision of the SPSA on February 15, 2018.

Table of Contents

School Vision and Mission	3
School Profile	3
Planned Improvements in Student Performance	4
School Goal #1	4
School Goal #2	7
School Goal #3	9
School Goal #4	11
Summary of Expenditures in this Plan	13
Total Expenditures by Object Type and Funding Source	13
Total Expenditures by Goal	14
Home/School Compact	15
School Site Council Membership	16
Recommendations and Assurances	17

School Vision and Mission

Roch Courreges Elementary School's Vision and Mission Statements

Mission Statement

Courreges School is committed to providing a safe and challenging environment for students. It is our expectation that students will succeed in the acquisition of basic skills and become life-long learners and quality citizens. Certificated and credentialed staff and our parent community are dedicated to assisting students in achieving this mission.

Vision Statement

"Strive for Excellence" is the common vision which drives all members of our educational community. Guided by knowledgeable, highly trained teachers, support staff, the administrator, and active parents, students strive for academic, social, and emotional excellence. The results of this labor are evidenced through strong student achievement. Teachers, staff, and the administrator continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population. Continued professional development is a priority for teachers, support staff, classified personnel, as well as the principal. Courreges provides families with parent education opportunities and a variety of ways to be involved in the students' educational experience. Courreges is dedicated to ensuring the academic success of every student through the creative and flexible teaching of our standards-based curriculum and the on-going assessment of student progress. All certificated staff, support staff, administrative staff, classified staff, and parents are committed to providing an environment that fosters the highest standards for all students while providing them with a comprehensive educational experience that becomes an integral part of their lives.

School Profile

Courreges is a K-5 elementary school serving approximately 650 students. Courreges School is located in the Fountain Valley School District in Orange County. It has a middle class population of students from a predominately professional community. Strong parent involvement is evident and supports the vital partnership between the home and school.

School Demographic Characteristics

Demographics (%) White - 49% Asian - 34% Hispanic - 12%

Socio-economically disadvantaged - 15% English Learners - 13% Special Education - 10%

School Goal #1

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement

LEA Local Control and Accountability (LCAP) Goal:

Goal 1: To support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking and problem-solving.

SCHOOL GOAL #1:

To support student achievement, Courreges Elementary School will incorporate professional development, technology integration, and when available, new California State Standards aligned instructional materials.

Annual Update:

- SBAC ELA Results +1% school-wide (did not meet 3% target)
- SBAC Math Results -1% school-wide (did not meet 3% target)
- All students (K-5) were assessed in reading using DIBELS NEXT and/or SRI during the 2016-2017 school year. For 2017-2018, all students (K-5) will be assessed in reading using the Fountas & Pinnell (F&P) reading assessment.
- Technology: The school is very close to attaining a 1:1 Student/Chromebook ratio for all students 3-5th grade.

Expected Annual Outcomes

- SBAC ELA Increase the total % of students scoring Standard Exceeded and Standard Met in ELA by 2%.
- SBAC Math Increase the total % of students scoring Standard Exceeded and Standard Met in math by 2%.
- 100% of students (K-5) will be assessed in F & P and scores will be input by teachers into the district-wide assessment tracking system (IlluminateED).
- Technology: Increase Chromebook access with the purchase of additional Chromebooks; moving the school closer to a 1:1 Student: Chromebook ratio.

Findings from the Analysis of this Data:

Description of possible barriers related to goal: Student Achievement

- Lack of current instructional materials for reading instruction.
- Lack of a consistent writing program (school and district-wide).
- Need to increase the Chromebook student ratio to 1:1.
- Need for effective data analysis to guide instruction.
- Professional development needed in reading instruction to increase consistency of instructional practices.
- Scores in math continue to be an area of strength for Courreges. Due, in part, to increased PD in math and overall district-wide focus in the area of math.

Actions to be Taken	1.	Person(s)		Proposed Exp	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Implementation of State Standards in English Language Arts/Literacy and mathematics.	Sept. 2017 - June 2018	Teachers and Site Administrators	No additional expense associated with this action			
TK-5: District coordinated reading trainings (2 days) & school coordinated reading training.	Sept. 2017 - June 2018	Teachers and Site Administrators	Substitutes	1000-1999: Certificated Personnel Salaries	LCFF - Base	6552
Provide ongoing support for implementation of District signature practices (ST Math, F & P, CGI, etc.)	Sept. 2017 - June 2018	Teachers, Site and District Administration	No additional expense associated with this action			
Provide classroom technology (LCD projectors, ELMO, and printers) in ALL classrooms.	Sept. 2017 - June 2018	Site and District Administration	LCD projectors, ELMO, and printers		Parent-Teacher Association (PTA)	2500
Teacher collaboration is provided in conjunction with professional development and on-site during Collaboration Fridays (3 times per month)	Sept. 2017 - June 2018	District administrators and Site administrators.	Expenses embedded in other actions			
Collaboration in grade levels on district signature practices and CA State Standards instruction to further support student learning in small groups.						
Teachers collaborate 3-4 times per month in grade level teams. Collaboration takes place 3 times per month during Friday Flag Salute mornings (7:30-8:20 a.m.) and during designated Thursday Site Planning days.						
Cognitively Guided Instruction (CGI) implementation, collaboration, and observation.	Sept. 2017 - June 2018	District administrators, site administrators, teachers	Substitutes	1000-1999: Certificated Personnel Salaries	LCFF - Base	3474
		teachers			LCFF - Supplemental	5210

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Support student use of technology through IT staff.	Sept. 2017 - June 2018	District administrators.	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	41700
					LCFF - Supplemental	13570
Student use of technology. Move toward 1:1 device/student ratio.	Sept. 2017 - June 2018	PTA, district, and school site budget.	Chromebooks and iPads.	5000-5999: Services And Other Operating Expenditures	Parent-Teacher Association (PTA)	5,500
					Donations	5,000
Participate in district and school coordinated reading training	Sept. 2017 - June 2018	District and site administration, teachers, staff	Presenters, substitutes, materials, supplies	1000-1999: Certificated Personnel Salaries	LCFF - Base	3474
					LCFF - Supplemental	5210
Music instruction (TK-5) to support administering, scoring, and analyzing district identified common assessments.	Sept. 2017 - June 2018	District	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	32,000
Utilize supplemental resources. Informational text and materials to support reading instruction.	Sept. 2017 - June 2018	District, school, teachers, and site administration.	Instructional materials	4000-4999: Books And Supplies	LCFF - Supplemental	5,109
Participate in school library program.	Sept. 2017 - June 2018	School and teachers.	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	21,000
					LCFF - Supplemental	6,500
Administer district common assessments.	Sept. 2017 - June 2018	Teachers and district.	Materials Online Subscriptions	5000-5999: Services And Other Operating Expenditures	LCFF - Base	3,500

School Goal #2

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement of Special Populations

LEA Local Control and Accountability (LCAP) Goal:

Goal 2: To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.

SCHOOL GOAL #2:

All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math thereby addressing the achievement gap.

Annual Update:

SBAC ELA results

- EL- 63%
- LI- 56%
- SPED- 36%

SBAC Math results

- EL- 79%
- LI- 58%
- SPED- 46%

Expected Annual Outcomes

Students from significant subgroups will decrease achievement gap on the Smarter Balanced assessments by 4% in ELA and math.

Findings from the Analysis of this Data:

Description of possible barriers related to goal: Student Achievement of Special Populations

- Teachers are currently implementing CGI strategies for mathematics. CGI implementation is still emerging.
- Motivation needed for students who struggle and reach plateaus in ST Math and/or AR Reading.
- New/upgraded ELA instructional curriculum is needed.

Actions to be Taken		Person(s)	Proposed Expenditure(s)				
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount	
Bilingual tutor support for Beginning and Early Intermediate EL students to facilitate content mastery	Sept. 2017 - June 2018	Administration, teachers, and aides	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	5,284	
K-5: EL After School Writing Program	Sept. 2017 - June 2018	Administration and teachers	Salaries/stipends for after school program.	1000-1999: Certificated Personnel Salaries	Title III	4,300	
Utilize district common assessments to identify students for supplemental services, including a system to	Sept. 2017 - June 2018	Teachers and site administrators	Annual service renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF - Base	11,900	
analyze and disaggregate student achievement data					LCFF - Supplemental	3,950	
TK-5: Reading intervention	Oct. 2017 - May 2018	Teachers, site administrators, and district admin.	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	48,250	
					LCFF - Supplemental	14,500	
Utilize TOSAs in reading, math, and intervention	Sept. 2017 - June 2018	District, administrators, TOSAs, teachers	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	48,500	

School Goal #3

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement

LEA Local Control and Accountability (LCAP) Goal:

Goal 3: To support academic success, all parents will be engaged and play an active role in the school community.

SCHOOL GOAL #3:

Increase parent involvement to include a broader representation of parents on school decision-making groups (i.e. parent ed nights, participation in PTA, SSC, and school activities, and conferences).

Annual Update:

PTA membership for 2016-17 was at 462 members.

School held 18 parent events for the 2016-17 school year.

Percentage of parents who attended parent conferences will be gathered in Oct. 2017.

Expected Annual Outcomes

Provide parent ed. opportunities at Courreges or via shared offerings throughout FVSD.

Meet or exceed PTA membership goal of 450 members.

Increase social media outreach via Twitter, website, and Peachjar news updates.

Findings from the Analysis of this Data:

Description of possible barriers related to goal: Parent Involvement

- Parents are reluctant to join PTA or serve in volunteer positions (usually in K-2). Parents of older students tend to join the PTA board in 3-5th grade, rather than K-2.
- Language barrier with our EL parents.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)					
			Description	Туре	Funding Source	Amount		
Provide parent education opportunities (i.e. Parent Academy, Boot Camp, etc.)	Sept. 2017 - June 2018	Administrators and District Administration	Parent Ed Nights	5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	1000		
Bilingual translation and interpretation support for EL parents	Sept. 2017 - June 2018	Disrict staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	6,600		

Actions to be Taken	The aller	Person(s)	Proposed Expenditure(s)					
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount		
Utilize technology, social media eflyers, and newsletters to communicate with parents, promote involvement, and solicit input	· ·	District staff, site administrator	Personnel and annual service agreements	2000-2999: Classified Personnel Salaries	LCFF - Base Title I	8,840 2,950		

School Goal #4

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement and School Climate

LEA Local Control and Accountability (LCAP) Goal:

Goal 4: To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

SCHOOL GOAL #4:

Create a learning environment and school climate which improves students' attendance, connection, and overall involvement in all aspects of their education.

Annual Update:

Attendance rate of 96.6% for 2016-17

Chronic absenteeism was at 3.5% (23 students) for 2016-17.

Suspensions: 33 students were suspended. 5.0%

Climate survey results:

- Teachers care about me 78%
- I enjoy school 70%
- I feel safe 76%

Expected Annual Outcomes

- The attendance rate for Courreges will increase to 97% or greater for the current school year.
- Courreges will have no more than ten (10) students who are suspended in a school year.
- Reduce the number of chronic absenteeism students by 10% or more. (23 students for 2016-17).
- Increase the % of students who share a positive response to the following questions on the School Climate Survey. 1. Teachers care about me. 2. I enjoy school. 3. I fell safe at school. (Increase each by 5%)

Findings from the Analysis of this Data:

Description of possible barriers related to goal: Student Engagement and School Climate

Support needed from parents to refrain from taking vacations during school time and allow students to miss school except when sick.

Actions to be Taken	j.	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Provide ongoing parent education related to the negative effects (educationally and financially) of chronic absenteeism.	Sept. 2017-June 2018	Administration	No additional expenses associated with this action			
Ongoing promotion and support of Health and Wellness Policy. Wellness Wednesday	Sept. 2017-June 2018	Administration	No additional expenses associated with this action			
Provide health services to support attendance for high needs student populations	Sept. 2017-June 2018	School staff, site administrator, district staff	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	26,570
					LCFF - Supplemental	4,000
School Conduct: PBIS - Power Paw rewards Analyze suspension information to identify patterns in misconduct and/or student demographics	2016-2018	Admin./Staff	Incentives	5000-5999: Services And Other Operating Expenditures	LCFF - Base	500
Student Engagement/Connectedness: Friday Flag Salute - Weekly gathering to promote patriotism, unity, and recognition of special events.	Sept. 2015-June 2018	Admin./Staff/PTA	No expense associated with this action			
Leadership development with school leadership team.	Sept. 2017-June 2018	Administrator and teachers	Sub release time for teachers	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000
PAL program (3rd-5th Grade)	Sept. 2017-June 2018	Psych and teacher rep.	No expenses			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures	
	Donations	5,000.00	
1000-1999: Certificated Personnel Salaries	LCFF - Base	88,320.00	
2000-2999: Classified Personnel Salaries	LCFF - Base	71,540.00	
5000-5999: Services And Other Operating	LCFF - Base	15,900.00	
	LCFF - Supplemental	52,940.00	
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	81,500.00	
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	11,884.00	
4000-4999: Books And Supplies	LCFF - Supplemental	5,109.00	
5000-5999: Services And Other Operating	LCFF - Supplemental	1,000.00	
	Parent-Teacher Association (PTA)	2,500.00	
5000-5999: Services And Other Operating	Parent-Teacher Association (PTA)	5,500.00	
	Title I	2,950.00	
1000-1999: Certificated Personnel Salaries	Title III	4,300.00	

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	160,299.00
Goal 2	136,684.00
Goal 3	19,390.00
Goal 4	32,070.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Stu	dent	Pled	ge:
-----	------	------	-----

THE STUDENT PLEDGE:
I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:
I will return completed homework on time. I will return corrected work to my parent(s).
I will arrive at school on time every day unless I am ill.
I will be responsible for my own behavior.
I will be a cooperative learner.
Parents Pledge:
THE PARENT PLEDGE:
I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:
I will provide a quiet place for my child to study.
I will encourage my child to complete his/her homework.
I will make sure my child gets an adequate night's sleep.
I will see to it that my child arrives at school on time every day.
I will spend at least 15 minutes per day reading with my child.
I will attend Back to School Night, Parent Conferences, and Open House
I will support the school/district policies on homework, discipline and attendance.
Staff Pledge:
THE TEACHER PLEDGE:
I understand the importance of the school experience to every child and my role as a teacher and model. Therefore, I agree to carry out the following responsibilities to the best of my ability:
I will teach all the necessary concepts to your child before regular homework is assigned.

Everyone Will...

Be equal partners to achieve successful learning.

I will strive to be aware of the individual needs of your child.

_____ I will regularly communicate with you regarding your child's progress. _____ I will provide a safe and positive learning environment for your child.

• Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Chris Christensen	Х				
Rachelle Coy		Х			
Donna Lightbody			X		
Deanna Brady		Х			
Michelle Sprague		Х			
Toni Webber		Х			
Kathleen Naughton		Х			
Katie Watkins				X	
Missy Robinson				Х	
Fred Thiagarajah				Х	
Lynnette Schorle				Х	
Peter Yao				Х	
Aaron Sappenfield				Х	
Tony Miller				Х	
Numbers of members of each category:	1	5	1	7	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

- 1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
- 3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

	State Compensatory Education Advisory Committee	
x	English Learner Advisory Committee	Signature Signature
	Special Education Advisory Committee	
		Signature
	Gifted and Talented Education Program Advisory Committee	Signature
	District/School Liaison Team for schools in Program Improvement	
	Compensatory Education Advisory Committee	Signature
	December 1 Addition Committee (committee)	Signature
	Departmental Advisory Committee (secondary)	Signature
	Other committees established by the school or district (list):	
		Signature

- 4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
- 5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This SPSA was adopted by the SSC at a public meeting on January 18, 2018.

Attested:

Chris Christensen

Typed Name of School Principal

Chris Christensen

Typed Name of SSC Chairperson

Signature of School Principal

Signature of SSC Chairperson

12 13 17

Date

2/13/17

Date

The Single Plan for Student Achievement

School: James H. Cox Elementary School

CDS Code: 30-66498-6066922

District: Fountain Valley School District

Principal: Patrick Ham

Revision Date: February 8, 2018

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Patrick Ham

Position: Principal

Phone Number: (714) 378-4240

Address: 17615 Los Jardines East

Fountain Valley, CA 92708

E-mail Address: HamP@fvsd.us

The District Governing Board approved this revision of the SPSA on February 15, 2018.

Table of Contents

School Vision and Mission	3
School Profile	3
Planned Improvements in Student Performance	6
School Goal #1	6
School Goal #2	9
School Goal #3	11
School Goal #4	13
Summary of Expenditures in this Plan	15
Total Expenditures by Object Type and Funding Source	15
Total Expenditures by Goal	16
Home/School Compact	17
School Site Council Membership	18
Recommendations and Assurances	19

School Vision and Mission

James H. Cox Elementary School's Vision and Mission Statements

The mission of Cox School is to provide a safe, respectful, and rigorous learning environment for our students. It is our expectation that through professional & community collaboration and data analysis, students will meet or exceed grade level standards in core subjects areas and become life-long learners and quality citizens. With collaboration between our staff and community, the Mission of James H. Cox Elementary School is:

"Cox School provides a comprehensive, rigorous, and consistent education, focusing on high academic achievement. We are a collaborative community of respectful and responsible learners."

Each day the staff and students at Cox School start the day with the reading and promise to work towards our school pledge: "Cox is an excellent school. We are respectful, responsible, and ready to learn." Our dedication to our mission and school pledge reflect the staff and faculty's unwavering commitment to achieve excellence by providing the best education for ALL of our students. Teachers, staff, and the administration act on the principle "whatever is best for our students." Cox is dedicated to ensure the academic success of every student through the creative and flexible teaching of the California State Standards-based curriculum, GATE clustered classrooms, differentiated small group instruction, web-based literacy and mathematical programs, embedded technology in every classroom, extended day learning programs, and on-going assessment of student progress. The plan to achieve this vision is established in the Single Plan for Student Achievement. This plan is created by the Cox School staff and governed by the School Site Council (SSC). It is a living document that is referenced, evaluated, and modified as needed by stakeholders to ensure that the instruction and curriculum are appropriate and best meet the needs of our students.

School Profile

School Description

James H. Cox Elementary School is a Gold Ribbon Award winning school. It is a K-5 school serving about 750 students. It is located in Fountain Valley, California, and is one of 10 schools in the Fountain Valley School District (FVSD). Its high quality instructional program is designed to meet the varied needs of the student population. All students receive core curriculum instruction in accordance with the FVSD and California State Standards. Students experience rigor through instruction that is re-mediated and enriched according to each student's individual needs.

Teachers, staff, and administrators continue to act on the belief that students come first. The educational programs at Cox are tailored to meet the needs of an ever-changing school population. Cox School is dedicated to ensure the academic success of all students, providing a comprehensive educational experience that is the foundation of future endeavors. Parents, administrators, teachers, and support staff work as an educational team for the betterment of all students.

School Demographic Characteristics

Ethnic and Racial Makeup of James H. Cox School 2017-2018 (Based on Illuminate Student Data System: 9-12-17):

Vietnamese-39% White, non-Hispanic-25% Hispanic or Latino-22%

English Learners-26%
GATE Identified-3%
Special Ed-4%
Socio-Economically Disadvantaged (Low Income)-22%

Staffing

James H. Cox School houses self-contained general education classes, a Resource Specialist Program (RSP), Speech and Language Program (SLP), Library Media Center, Computer Lab, and an Extended Day Care facility (ESP). The full-time staff at Cox includes credentialed classroom teachers, an office manager, head custodian, RSP teacher, and principal. The part-time staff includes a

psychologist, SLP teacher, SLP Assistant, library-media technician, office clerk, health assistant, night custodians, bilingual tutors, kindergarten aides, ESP lead instructor, ESP aides, food service assistant, and noon supervisors.

The staff works together to ensure the smooth running of the activities at Cox School. The certificated staff meets regularly throughout the year to provide input and make decisions related to the students and school. They also serve on various district committees to represent Cox. In addition, teachers and staff serve on the School Site Council (SSC), Parent Teacher Organization (PTO), Student Study Team (SST), School Solution Action Team (SSAT), Beginning Teacher Support and Assessment Program (BTSA), and the Leadership Team. Every Cox staff member is highly qualified. Classified staff provides formal and informal input for school decisions.

Students at Cox Elementary benefit from the following...

Professional Development & Assessments

- Cognitively Guided Instruction (CGI)
- Thinking Maps: Write from the Beginning and Beyong
- Smarter Balance (SBAC) Assessments
- Literacy Assessments
- Scholastic Reading Inventory (SRI)
- Teacher created assessments
- Curriculum based measures
- Illuminate (management database)

Release Time/Grade Grade Collaboration

- Grade level horizontal collaboration
- Multiple grade level(s) vertical collaboration
- Professional development in reading
- Site visitations/Grade level classroom walkthroughs
- CGI & Thinking Maps: training and collaboration
- Technology training and collaboration
- Illuminate training
- ST Math training
- District trainings

Intervention

- (Title I & EL) Before and/or After School Intervention with Certificated Teachers
- Fountas & Pinnell Reading Intervention
- Kindergarten and RSP Aides
- Bilingual Tutors
- Purple Folder Tutors
- Ticket to Read

Instructional Supplies

- Duplication materials ink and masters
- Informational text allocation
- Lamination
- Fosnot units and materials
- Thinking Maps materials
- Intervention materials
- Professional literature

Technology

- Ticket to Read Reading Program
- ST Math site license
- Computer software licenses
- ELMOs and LCD Projectors for classrooms
- Chromebooks and/or iPads for ALL classrooms

- SmartBoards for classrooms
- School wide wireless internet access
- Hardware

All teachers work with English Learners (ELs) and make instruction comprehensible through ELD and SDAIE strategies. All EL students are tested yearly until they are redesignated as Proficient. Results are communicated to parents annually along with information regarding their child's educational program at Cox School. ELs are expected to advance each year. Bilingual tutors work with students at the Beginning through Intermediate levels. There is active parent participation on the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC).

Special Education and Gifted and Talented Education (GATE) students receive specialized instruction delivered by qualified teachers. Their identification follows established guidelines. Parents must give their consent before testing and are informed of procedures, identification criteria, and program goals. Teachers differentiate instruction according to assessment results in order to meet the needs of all learners.

Intervention occurs during and beyond the school day in the regular classroom. In the regular classroom whole group instruction is made more comprehensible through the use of visual support such as Thinking Maps, Discovery United Streaming, Brain Pop, Pages/Powerpoint, internet based websites, etc. Technology (ELMO, LCD Projector, laptop, and Smart Boards) helps facilitate visual support in every classroom. In addition to support provided during whole group instruction, small group differentiation occurs on a regular basis.

Title I funds are used to support target students during and beyond the school day. Students in first through fifth grades have the opportunity to participate in before or after school Reading/ELA and/or Math intervention groups. To ensure teachers are prepared to provide intervention, Title I funds are used for professional development fees, substitutes, and stipends in order to give teachers the opportunity to participate in trainings and meet in grade level horizontal and vertical teams.

Another important piece of the vision is to ensure that Cox School is an orderly place where all students feel safe and secure. The classrooms are well lit, comfortable, clean, and equipped with appropriate furniture and technology. Every student has access to the well-stocked library and computer lab. Title IV legislation provides guidelines for keeping students, staff, and visitors safe and secure while on campus. There is a School Safety Plan in place, and monthly drills are conducted to ensure students and staff understand the procedures to follow in case of emergencies. Curriculum promoting drug prevention and character education is used to help Cox students develop skills to help them deal successfully with real life situations.

All stakeholders are committed to promoting and maintaining this ambitious vision for the James H. Cox students, staff, and community.

School Goal #1

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement

LEA Local Control and Accountability (LCAP) Goal:

Goal 1: To support academic success and prepare students for College and Career, students will have access to 21st Century learning tools, including technology, and engage in rigorous and relevant educational experiences that develop their knowledge, skills and ability to collaborate, create, communicate, think critically, and solve problems.

SCHOOL GOAL #1:

To support student achievement, James H. Cox Elementary School will incorporate professional development, technology integration, and when available new California State Standards aligned instructional materials, and school and District signature practices.

Annual Update:

- + SBAC ELA Goal. Increased by 3%. Met the goal.
- + SBAC Math Goal. Increased by 3%. Met the goal.
- + All students, K-5, assessed in Fountas & Pinnell reading assessment for 2017-2018.

Expected Annual Outcomes

Student Achievement:

- SBAC ELA -increase by 2% Standard Exceeded and Standard Met in all grades
- SBAC Math -increase by 2% Standard Exceeded and Standard Met in all grades
- Writing post assessment will demonstrate strong increase from baseline scores in Thinking Maps Writing.

Findings from the Analysis of this Data:

- + SBAC ELA increase by 2% Standard Exceeded and Standard Met in all grades.
- + SBAC Math increase by 2% Standard Exceeded and Standard Met in all grades.
- + 100% of students assessed in Fountas and Pinnell by end of the school year. Data entered into illuminate.
- + 2:1 student to device ratio with 2:1 classroom to Chromebook cart ratio

Actions to be Taken	Time aline	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Implement California State Standards in English language arts/literacy and mathematics.	09/2017 - 06/2019	Teachers, Site & District Administrators	No additional cost associated with this action			
Implementation of Thinking Maps Writing Program for 2016-Personal Narrative, 2017-Expository, 2018- Response to Literature (Site)	09/2017-06/2019	Teachers, Site Administrator	Professional Development through Grade level substitute release	1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI Schools)	6800
Site Leadership Team to build Shared Decision Making related to Student Learning: Consistency in program implementation: CGI, Thinking Maps, and Writing (Site)	09/2017-06/2019	Teachers, Site Administrator	3 Release Planning Days- 11 Members	0001-0999: Unrestricted: Locally Defined	Title I	5,000
Teacher collaboration was provided in conjunction with professional developmentMonday Morning Collaboration (Site)	09/2017 - 06/2019	Teachers, Site & District Administrators	No additional cost associated with this action			
Implementation of District signature practices	09/2017 - 06/2019	Teachers, Site & District Administrators	Substitutes Stipends, Trainer Fees, Materials	1000-1999: Certificated Personnel Salaries	Title I	700
					LCFF - Supplemental	10,206
Support student use of technology through IT staffing	9/2017-6/2019	IT Staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	41,700
					LCFF - Supplemental	13,570
Student use of Technology-ST Math, IXL, Ticket to Read, SRI (5th)	Fall 2017 - Spring 2019	Teachers, Site Administrator, PTO	Licence Fees-SRI K-3	5000-5999: Services And Other Operating Expenditures	Parent-Teacher Association (PTA)	7,000
			ST Math & ST Math Fluency	5000-5999: Services And Other Operating Expenditures	Title I	7,200
			Ticket to Read or Reading Counts	5000-5999: Services And Other Operating Expenditures	Title I	10,000
			IXL- 2 year for 1: paid in 2014/15	5000-5999: Services And Other Operating Expenditures	Title I	0

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Leadership and Grade Level Collaboration for Intervention and Professional Development Planning	Fall 2017 - Spring 2019	Teachers & Site Administrators	Substitutes cost	1000-1999: Certificated Personnel Salaries	Title I	10,000
Leveled Reading Books/Library	Fall 2017 - Spring 2019	Site Administrator, Teachers, Parents	Materials, Resources	4000-4999: Books And Supplies	Title I	39,000
Utilize supplemental resources	Fall 2017-Spring 2019	Site Administrator, Teachers, Parents	Materials, Resources	4000-4999: Books And Supplies	LCFF - Supplemental	5,826
Participate in school library program	Fall 2017-Spring 2019	Site Administrator, Teachers, Parents	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	21,000
					LCFF - Supplemental	6,500
TK-5 CGI training & demo lessons	Fall 2017-Spring 2019	District Administrators, Site Administrator,	Substitutes, Stipends	1000-1999: Certificated Personnel Salaries	LCFF - Base	3,741
		Teachers, Parents			LCFF - Supplemental	5,611
TK-5 District coordinated reading trainings & school coordinated reading training	Fall 2017-Spring 2019	District Administrators, Site Administrator,	Substitutes, Stipends	1000-1999: Certificated Personnel Salaries	LCFF - Base	3,741
		Teachers, Parents			LCFF - Supplemental	5,611
TK-5 Music instruction to support administering, scoring, & analyzing identified common assessments.	Fall 2017-Spring 2019	District Administrators, Site Administrator, Teachers, Parents	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	32,000
Support F & P Student Data Assessment Implementation (Site)	Fall 2017-Spring 2019	Site Administrator & teachers	Substitute Release	1000-1999: Certificated Personnel Salaries	Title I	8100
Support CGI Implementation (Site)	Fall 2017-Spring 2019	Site Administrators & teachers	Substitute Release	1000-1999: Certificated Personnel Salaries	Title I	8100

School Goal #2

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Special Populations

LEA Local Control and Accountability (LCAP) Goal:

Goal 2: To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.

SCHOOL GOAL #2:

All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math, while reducing the achievement gap between subgroups.

Annual Update:

FINDINGS FROM THE ANALYSIS OF THIS DATA Spring 2017. Based on the SBAC data from last Spring, our students from our special populations

- Low Income: ELA 59% at standard or exceeding; 2.7% increase from Spring 2016.
- Low Income: Math 62% at standard or exceeding; 2.9% increase from Spring 2016.
- English Learner: ELA 51% at standard or exceeding; 2.9% increase from Spring 2016.
- English Learner: Math 71% at standard or exceeding; 3.2% increase from Spring 2016.
- Special Education: ELA 15% at standard or exceeding; 1.7% increase from Spring 2016.
- Special Education: Math 54% at standard or exceeding; 2.5% increase from Spring 2016.

Expected Annual Outcomes

The overall goal for our EL and LI subgroups is to approach and match the overall grade level percentages and/or increase % of "at standard or exceeding" by 2% annually.

Findings from the Analysis of this Data:

EXPECTED ANNUAL MEASURABLE OUTCOMES: "Goal Setting"

+ The achievement gaps for our significant subgroups will decrease by 4% for both ELA & Math or increase at standard or exceeding by 2%.

Actions to be Taken	II	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Bilingual Tutor Support for Beginning and Early Intermediate English Learner students to facilitate content mastery.	09/2017 - 06/2019	Teachers, Site & District Administrators	Bilingual Tutor Salary	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	58,858
K-5 After School English Learner Writing Support Class (District).	Fall 2017 - Spring 2019	Teachers, Site Administrator, Parents	Stipend	1000-1999: Certificated Personnel Salaries	Title III	10,650
EL supplies and materials to support classes with clusters.	Fall 2017 - Spring 2019	Teachers, Site Administrator	Stipend	1000-1999: Certificated Personnel Salaries	Title I	25,000
TOSAs	Fall 2017-Spring 2019	Teachers, Site & District Administrators	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	48,500
Utilize District common assessments, including a literacy screener, to identify students for participation in	Fall 2017-Spring 2019	Teachers, Site & District Administrators	Renewal fees, duplication	5000-5999: Services And Other Operating Expenditures	LCFF - Base	11,900
supplemental services.					LCFF - Supplemental	3,950
Analyze and disaggregate student achievement data-SBAC, IABs, Thinking Maps.	Fall 2017-Spring 2019	Teachers, Site & District Administrators	Expense included above			
Implement Thinking Maps Writing Program to support our Special Populations	Fall 2016-Spring 2019	Administrator and teachers	Substitutes stipends	1000-1999: Certificated Personnel Salaries	Title I	6200

School Goal #3

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement

LEA Local Control and Accountability (LCAP) Goal:

Goal 3: To support academic success, all parents will be engaged and play an active role in the school community.

SCHOOL GOAL #3:

Increase parent involvement to include a broader representation of parents on school decision-making groups, reflective of all student demographics (parent ed nights, participation in PTO, SSC, school activities, conferences).

Annual Update:

ANNUAL UPDATE:

- + Cox Twitter page made available in the Spring with 40 current followers
- + Utilized Peachjar for weekly communication.
- + Daily classroom volunteer sign in sheets made available. Data can be utilized to track average number of daily volunteers on campus.
- + 275 PTO parent members.

Expected Annual Outcomes

FINDINGS FROM THE ANALYSIS OF THIS DATA:

+ Based on the Parent Involvement data

Increase Cox Twitter membership

Continue to utilize Peachjar (Sent out >200 school and PTO flyers).

Average daily classroom volunteer sign in number >=20.

Parent Conference numbers > 80%.

Parent PTO membership reach

Findings from the Analysis of this Data:

EXPECTED ANNUAL MEASURABLE OUTCOMES:

- + Increase Cox Twitter membership to 70.
- + Continue to utilize Peachjar (Sent out >200 school or PTO flyers).
- + Average daily classroom volunteer sign in number >= 20.
- + Parent Conference attendance numbers > 80%.
- + Parent PTO membership above 275 members.

Actions to be Taken	II	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Parent Education	Fall 2017- Spring 2019	Parents, Classified Staff, Site & District Administrators	Stipends, material	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000
Vietnamese translation and interpretation	Fall 2017-Spring 2019	Parents, Classified Staff, Site & District	Additional duty	2000-2999: Classified Personnel Salaries	РТО	1,500
	Administ	Administrators			LCFF - Supplemental	6,600
	Fall 2017-Spring 2019	Parents, Site & District	Personnel and annual service agreements	2000-2999: Classified Personnel Salaries	LCFF - Base	8,840
involvement, and solicit input (District)		Administrator			LCFF - Supplemental	2,950
(2.8800)					Title I	1,767

School Goal #4

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate

LEA Local Control and Accountability (LCAP) Goal:

Goal 4: To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

SCHOOL GOAL #4:

Create a learning and school climate that improves students' attendance, connection, and overall involvement in all aspects of their education.

Annual Update:

ANNUAL UPDATE:

- + Average daily attendance for Cox School was 97.1% with the district average being 97%.
- + Chronic absenteeism number was 21 which was a drop from 35 in 2015/16.
- + Six suspensions were recorded in 2016/17.
- + 78% of 3rd-5th graders reported that they felt teachers care about them, 70% enjoy school, 76% feel safe at school based on the FVSD Climate Survey.

Expected Annual Outcomes

- + Daily attendance will be at or above the district average.
- + Chronic absenteeism will stay constant or reduce in quantity (21).
- + Suspension rates will stay constant or reduce in quantity (6).
- + Based on the Climate Survey, > 75% of our students will report that teachers care about them, feel safe, and enjoy school.

Findings from the Analysis of this Data:

EXPECTED ANNUAL MEASURABLE OUTCOME:

- + Daily attendance will be at or above the district average.
- + Chronic absenteeism will stay constant or reduce in quantity (21).
- + Suspension rates will stay constant or reduce in quantity (6).
- + Based on the Climate Survey, > 75% of our students will report that teachers care about them, feel safe, and enjoy school.

Actions to be Taken		Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Leadership development with Leadership Team	Fall 2017- Spring 2019	Teachers & Site Administrators	Substitutes, stipends	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000
Parent education around attendance/chronic absenteeism	Fall 2017- Spring 2019	PTO, Site Administrators, Student Volunteers	No expense associated with this action			
Health & Wellness Policy and activities	Fall 2017- Spring 2019	Teachers & Site Administrators	No expense associated with this action			
Health services	Fall 2017- Spring 2019	School Staff, Site Administrators, District Staff	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	26,570
					LCFF - Supplemental	4,000
Student conduct, i.e. PBIS or other schoolwide approach	Fall 2017- Spring 2019	Teachers, Site Administrators, Parents	Incentives	5000-5999: Services And Other Operating Expenditures	LCFF - Base	500

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
2000-2999: Classified Personnel Salaries	PTO	1,500.00
1000-1999: Certificated Personnel Salaries	LCFF - Base	34,052.00
2000-2999: Classified Personnel Salaries	LCFF - Base	71,540.00
5000-5999: Services And Other Operating	LCFF - Base	12,400.00
	LCFF - Supplemental	58,998.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	82,500.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	58,858.00
4000-4999: Books And Supplies	LCFF - Supplemental	5,826.00
5000-5999: Services And Other Operating	Parent-Teacher Association (PTA)	7,000.00
	Title I	1,767.00
0001-0999: Unrestricted: Locally Defined	Title I	5,000.00
1000-1999: Certificated Personnel Salaries	Title I	58,100.00
4000-4999: Books And Supplies	Title I	39,000.00
5000-5999: Services And Other Operating	Title I	17,200.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI	6,800.00
1000-1999: Certificated Personnel Salaries	Title III	10,650.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	251,406.00
Goal 2	165,058.00
Goal 3	22,657.00
Goal 4	32,070.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Stı	ud	en	it F	Рle	dg	e:
-----	----	----	------	-----	----	----

THE STUDENT PLEDGE:		
· · · · · · · · · · · · · · · · · · ·	nt. I know I am the one responsible for my own success. Therefore, I agree to o	carry out the
following responsibilities to the best of	r my ability:	
I will return completed homew	ork on time.	
I will return corrected work to		
I will arrive at school on time ev		
I will be responsible for my own		
I will be a cooperative learner.		
Student's Signature	Date	
Parents Pledge:		
THE PARENT PLEDGE:		
	ny child's education will help his/her achievement and attitude. Therefore, I agree	to carry out
the following responsibilities to the be	st of my ability:	
I will provide a quiet place for r	ny child to study	
I will encourage my child to cor		
I will make sure my child gets a		
I will see to it that my child arri		
	tes per day reading with my child.	
	nt, Parent Conferences, and Open House	
	policies on homework, discipline and attendance.	
i will support the school, distric	policies on nomework, discipline and attendance.	
Parent's Signature	Date	
Staff Pledge:		
THE TEACHER PLEDGE:		
I understand the importance of the so	hool experience to every child and my role as a teacher and model. Therefore, I a	gree to carry
out the following responsibilities to the	e best of my ability:	
I will teach all the necessary co	ncepts to your child before regular homework is assigned.	
I will strive to be aware of the i	ndividual needs of your child.	
I will regularly communicate wi	th you regarding your child's progress.	
I will provide a safe and positive	e learning environment for your child.	
Teacher's Signature	Date	
-		

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Patrick Ham	Х				
Diane Traw		Х			
Kellie Smith		Х			
Lisa Hornbuckle		X			
Kitty Kaufman			Х		
Francisco Cervantes				Х	
Mark Craney				X	
Janice Vuong				Х	
Bassem Hanna				Χ	
Ngan Dang				Х	
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

- 1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
- 3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

State Compensatory Education Advisory Committee	
English Learner Advisory Committee	Signature
Special Education Advisory Committee	Signature
Gifted and Talented Education Program Advisory Committee	Signature
District/School Liaison Team for schools in Program Improvement	Signature
Compensatory Education Advisory Committee	Signature
Departmental Advisory Committee (secondary)	Signature
Other committees established by the school or district (list):	Signature
	Signature

- 4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
- 5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This SPSA was adopted by the SSC at a public meeting on January 26, 2017.

Attested:

Patrick Ham

Typed Name of School Principal

Diane Traw

Typed Name of SSC Chairperson

Signature of SSC Chairperson

Signature of SSC Chairperson

Date

The Single Plan for Student Achievement

School: Harry C. Fulton Middle School

CDS Code: 30-66498-6027916

District: Fountain Valley School District

Principal: Kevin Johnson

Revision Date: December 13, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Kevin Johnson

Position: Principal

Phone Number: (714) 375-2816

Address: 8778 El Lago Street

Fountain Valley, CA 92708

E-mail Address: JohnsonK@fvsd.us

The District Governing Board approved this revision of the SPSA on February 15, 2018.

Table of Contents

School Vision and Mission	
School Profile	
Planned Improvements in Student Performance	
School Goal #1	5
School Goal #2	8
School Goal #3	11
School Goal #4	13
Summary of Expenditures in this Plan	16
Total Expenditures by Object Type and Funding Source	16
Total Expenditures by Goal	17
Home/School Compact	18
School Site Council Membership	19
Recommendations and Assurances	20

School Vision and Mission

Harry C. Fulton Middle School's Vision and Mission Statements

A. School Mission Statement

The mission of Fulton Middle School is to empower all students to S.O.A.R. to their greatest potential.

B. School Vision Statement

It is the vision of Fulton Middle School to promote students prepared for a diverse and dynamic world who are problem solvers and lifelong learners.

Our high quality instructional program is designed to meet the varied needs of the student population. All students receive core curriculum instruction as identified by the Fountain Valley School District and California State Standards. Instruction is enriched through a variety of special programs and instructional strategies. We offer a core program for identified gifted students and special services for identified special education students. Our staff is committed to high standards for students that will prepare them for their future

At Fulton Middle School, we have made a commitment to provide the best educational program possible for our students. The excellent quality of our program is a reflection of our highly committed staff. We are dedicated to ensuring Fulton Middle School is a welcoming, stimulating environment where students are actively involved in learning academics as well as positive values. Through collaboration, our students will be challenged to reach their maximum potential.

School Profile

Fulton Middle School is a 6-8 school serving approximately 825 students. Fulton is located in Fountain Valley, California in the Fountain Valley School District. Unique to Fulton Middle School is that many of the students are the second or third generation to live in the neighborhood and attend Fulton, which accounts for the closeness of the community. Another admirable quality found at Fulton is strong parental involvement. We recognize the importance of a home-school partnership as a necessary component to ensure the success of our Fulton students. We highly encourage our parents to assist their children by monitoring their daily progress and becoming actively involved in their child's education. Parental involvement and support are key ingredients to making Fulton Middle School one of the finest schools in Orange County.

Fulton is a 2009 and 2013 California Distinguished School, as well as, a 2015 California Gold Ribbon School. We are fortunate to have a staff of 30+ teachers who are dedicated to the education of our students. Our goal is to focus on increasing student achievement through an academic, standards-based instructional program, while at the same time, providing a highly enriched educational and social environment for our middle school students.

Student Enrollment - School Demographic Characteristics (Based on California School Dashboard)

Asian 46%
Hispanic or Latino 12%
White (Not Hispanic) 35%
English Language Learners 5%
Socio-economically Disadvantaged 18%
Special Education 9%

In addition to our general program, Fulton has two full time resource specialist, three special day class teachers, a speech and language pathologist, school counselor and school psychologist. Our Special Education Program has been recognized by the State for the outstanding supports and services provided to students with special needs. The Fulton Special Education team has presented at an Association of California School Administrators conference on closing the achievement gap and their successes.

In addition, Fulton's general education classes offer students a variety of supports, interventions and enrichments. Based on student needs and performance, they are placed in English language arts and math courses which support or enrich their skills through the offering of co-taught classes, intervention classes, and Honors courses.

Fulton not only offers students a range of academic programs, but extracurricular activities as well. Below is a list of some of the activities students can get involved in:

- Spirit Days
- Classroom Competitions
- Noon League Games
- Assemblies and Pep Rallies
- Dances
- Clubs (lunch and after-school)
- Rockin' Lunches
- Student Council
- Cheerleading
- Sports Teams
- National Junior Honor Society
- Peer Assistance League
- Student Store
- Yearbook

We also have a very active Parent Teacher Association who supports our school in many ways including:

- Student Store
- Fundraisers
- Campus volunteers
- Annual content-area rotating focus
- Classroom Enhancement Funds
- Technology
- Assemblies
- Library books
- Student awards and recognition
- PE equipment
- Family Nights and Dine Outs

While Fulton School enjoys high levels of student achievement, the staff, parents and administration are all committed to working together for continuous improvement and ways to maximize student learning and development.

School Goal #1

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement

LEA Local Control and Accountability (LCAP) Goal:

To support academic success and prepare students for College and Career, students will have access to 21st Century learning tools, including technology, and engage in rigorous and relevant educational experiences that develop their knowledge, skills and ability to collaborate, create, communicate, think critically, and solve problems.

SCHOOL GOAL #1:

To support student achievement, Fulton Middle School will incorporate professional development, technology integration, school and District signature practices, and (as available) new California State Standards aligned instructional materials in areas outside of math.

Annual Update:

Student Achievement: Smarter Balanced Assessments (SBAC) showed 85% of students met/exceeded standards in ELA, and 70% met/exceeded standards in Math. SRI assessments were given three times annually in 6th/7th grades and teachers began to look at data to effect change instructionally. Technology: 8 Chrome Book carts of 34 devices were added to the Fulton campus resulting in nearly 300 additional devices significantly reducing the Device:Student ratio.

Expected Annual Outcomes

SBAC (including sub-group scores) ELA Standard Met/Exceeded numbers will increase from 83% to 85%; Math Standard Met/Exceeded numbers will increase from 70% to 72%. SRI Assessments will increase to school-wide administration, three times per student annually thus aiding in increasing the usage of data to drive instructional practice on campus. ELA teachers will implement TurnItIn.com and pilot FeedbackStudio. ELA & Math teachers will administer three Interim Assessments each. Math teachers will continue to develop units collaboratively with the Irvine Math Project (4 additional units). ELA will develop one additional novel unit. HSS teachers will develop three additional units per grade level. Science will develop one NGSS unit per grade level. P.E. will identify/agree upon best practices to develop common units.

Findings from the Analysis of this Data:

Currently there is a lack of data to analyze in areas outside of English and math. There is a need for additional professional growth and development in technology utilization/implementation throughout coursework. Additionally, there is a need for ongoing professional development with regard to California State Standards as they become available. Also, there is a need for additional California State Standard aligned materials in areas outside of math

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	rimeline	Responsible	Description	Туре	Funding Source	Amount
Provide teacher collaboration in conjunction with professional development	09/2015 - 06/2018	District Administrators Site Administrators Teachers	No additional expense associated with this action			
Implementation and Development of District signature practices (Visible Learning).	09/2015 - 06/2018	District Administrators Site Administrators Teachers	Substitutes, Stipends	1000-1999: Certificated Personnel Salaries	Other	750
Purchase supplemental instructional materials to support California State Standards implementation	09/2016 - 02/2018	Teachers, Site Administrators, District Administrators	Supplemental Informational Instructional Materials	4000-4999: Books And Supplies	LCFF - Supplemental	6,306
Implement California State Standards math materials and participate in professional development in the Fountain Valley Math Program (4 days/IMP).	06/2016 - 09/2018	Teachers Site Administrators District Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base LCFF - Supplemental	2,672 4,008
Implement California State Standards English Language Arts materials and participate in professional development departmentally with TOSAs and CJ to develop units of	06/2016 - 09/2018	Teachers Site Administrators District Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base LCFF - Supplemental	2,405 3,607
study in literature/writing (3 days). Middle School departmental trainings for History teachers to develop units of study based on primary source documents (3 days).	03/2016 - 09/2018	Teachers Site Administrators District Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base LCFF - Supplemental	2,405 3,607
Middle School departmental trainings for Science teachers to develop units of study based on NGSS content (3 days).	03/2016 - 09/2018	Teachers Site Administrators District Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base	2,405
					LCFF - Supplemental	3,607

Actions to be Taken		Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Expand student use of on-site technology through site-based professional development sessions with certificated staff.	03/2016 - 09/2018	Teachers Site Administrators	No additional expenses associated with this action			
Participate in school library program	07/2017 - 06/2018	Library Media Technician	Classified Salary	2000-2999: Classified Personnel Salaries	LCFF - Base	21,000
					LCFF - Supplemental	6,500
Support student use of technology through IT staffing.	07/2017 - 06/2018	District Personnel	Classified Salary	2000-2999: Classified Personnel Salaries	LCFF - Base	41,700
					LCFF - Supplemental	13,570

School Goal #2

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Special Populations

LEA Local Control and Accountability (LCAP) Goal:

Goal 2: To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.

SCHOOL GOAL #2:

All students, including significant subgroups will demonstrate achievement equal to or greater than the state average in English Language Arts and math, thereby addressing the achievement gap.

Annual Update:

87.47% of all students scored "Met or Exceeded" on the Smarter Balanced ELA Assessment.

74.73% of all students scored "Met or Exceeded" on the Smarter Balanced Math Assessment.

26.67% of students with a disability scored "Met or Exceeded" on the Smarter Balanced ELA Assessment.

20.0% of students with a disability scored "Met or Exceeded" on the Smarter Balanced Math Assessment.

74.83% of economically disadvantaged students scored "Met or Exceeded" on the Smarter Balanced ELA Assessment.

58.5% of economically disadvantaged students scored "Met or Exceeded" on the Smarter Balanced Math Assessment.

30.77% of English Learner students scored "Met or Exceeded" on the Smarter Balanced ELA Assessment.

53.85% of English Learner students scored "Met or Exceeded" on the Smarter Balanced Math Assessment.

Expected Annual Outcomes

SBAC (including sub-group scores) ELA standards Met/Exceeded will increase from 83% to 85%; Math standards Met/Exceeded will increase from 70% to 72%.

Special Education students: ELA standards Met/Exceeded will increase from 26.67% to 30%; Math standards Met/Exceeded will increase from 20% to 23%.

English Learner students: ELA standards Met/Exceeded will increase from 30.77% to 35%; Math standards Met/Exceeded will increase from 19.23% to 23%.

Low Income Students: ELA standards Met/Exceeded will increase from 74.83% to 79%; Math standards Met/Exceeded will increase from 58.5% to 63%.

Screener (SRI assessments): executed 3 times per student, to include 8th grade, and an increasing usage of data to drive instructional practice.

Interim Assessments: ELA/Math preliminary administration will be executed 3 times per student annually.

Language! Live will be implemented by SDC and select RSP classes.

Three sections of ELA intervention (one per grade level) will provide ongoing support for identified at-risk students.

Three sections of Math intervention (one per grade level) will provide ongoing support for identified at-risk students.

Special populations will demonstrate achievement equal to or greater than the state average in English Language Arts and math on Smarter Balanced Assessments. Identified EL students will score at or above grade level on SRI assessments. Students participating in the ELPAC will score equal to or greater than the state average. Identified students participating in the CAA will score at or above the state average.

Findings from the Analysis of this Data:

Previous intervention courses have not met success targets resulting in a complete revamp of the Intervention courses at Fulton. Students have been identified by data triads and will be monitored intensively throughout the year on a bi-weekly basis (at minimum). EL students will be provided an intensive ELA/Reading class in addition to being cored throughout their core content areas. There is a need for additional professional development on strategies to support Special Populations in the California State Standards. There is a need for development of targeted benchmark assessments to support students and teachers in preparing for SBAC assessments. There is a need for California State Standards-aligned materials in areas outside of math.

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Provide Resource Specialists to support the co-teaching service delivery model.	09/2015 - 09/2018	Teachers, Site Administrators	No additional expense associated with this action			
Provide targeted students with intervention classes in lieu of electives.	09/2015 - 06/2018	Teachers, Site Administrators	No additional expense associated with this action			
Provide on-going direction, training and support for co-taught classrooms and teachers. This professional development will also be geared in developing cohesiveness between teachers and define the roles each should fill in the classroom	09/2015 - 06/2018	Teachers, Site Administrators, District Administrators	No additional expense associated with this action			
Provide students who are English Language Learners with daily embedded support and SDAIE strategies	09/2015 - 09/2018	Teachers, Site Administrators	No additional expense associated with this action			
Create a master schedule that supports the needs of all students, from Honors and advanced placement to supporting those with academic needs	09/2016 - 09/2018	Teachers, Site Administrators	No additional expense associated with this action			
Check in/Check out system for at-risk students	09/2016 - 09/2018	Teachers, Site Administrators	No additional expense associated with this action			

Actions to be Taken	The aller	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Utilize district TOSAs to work collaboratively with certificated site staff to develop units of study and analyze instructional practices and resulting student achievement	09/2016 - 09/2018	Teachers, Site Administrators, District Staff	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	48,500
Collaboratively analyze and disaggregate student achievement data in English language	09/2016 - 09/2018	Teachers, Site Administrators	Renewal Fees	5000-5999: Services And Other Operating Expenditures	LCFF - Base	11,900
development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap					LCFF - Supplemental	3,950
Provide 6 sections of intervention classes (3 each ELA and Math) to target struggling learners	07/2017 - 06/2018	Teachers, Site Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base	37,500
					LCFF - Supplemental	12,500
Continue to administer District identified assessments including but not limited to literacy screeners	09/2016 - 09/2018	Teachers, Site Administrators	No additional expenses associated with this action			
Provide release time for team planning for co-teaching teams	09/2016 - 09/2018	Teachers, Site Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	3,009
					Other	1,505
Utilize reduced class sizes in intervention courses including but not limited to ELA, Math and EL courses	09/2016 - 09/2018	Teachers	No additional expenses associated with this action			
Provide two sections of EL support classes for identified EL student populations.	07/2017 - 06/2018	Teachers, Administrators	No additional expenses associated with this action			

School Goal #3

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement

LEA Local Control and Accountability (LCAP) Goal:

Goal 3: To support academic success, all parents will be engaged and play an active role in the school community.

SCHOOL GOAL #3:

Increase involvement of parents from traditionally underrepresented subgroups with regards to school activities and home school communication.

Annual Update:

Fulton's School Site Council has active participation by all categories of members including parents/students/classified/certificated. On an annual basis, there is in excess of 50+ parent involvement/education opportunities. Nearly 70% of all parents belong to the Fulton PTA. PeachJar is utilized for electronic message distribution in addition to direct texts, emails, and all-call phone messages. All campus visitors/parents are required to sign-in and out electronically on campus and the 2016-17 school year logged over 16,000+ volunteer hours.

Expected Annual Outcomes

School Site Council meetings will include representation from each category at all five meetings. The English Learner Advisory Council will have parent representation from Fulton. All documents will include English and Vietnamese translations including those produced by PTA and independent groups. Parent/Teacher conferences will be held for all students whose parents/guardians request one. Increase parental memberships in the Fulton PTA to 75%. Weekly tweets will be issued twice weekly.

Findings from the Analysis of this Data:

Broader based parent involvement continues to be a lagging concern as parent involvement and PTA membership tends to decrease from elementary school to middle school. Additionally, language barriers with EL parents are cause for concern and there appears to be a lack of involvement opportunities that are convenient for many parents. Further expansion of electronic access/messaging/solicitation on behalf of both Fulton and the Fulton PTA would be highly beneficial.

Actions to be Taken	1:	Person(s)	Person(s) Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Continue to provide a bilingual translator to support parent outreach		District Staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	6,600

Actions to be Taken	I:	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Utilize technology, social media, e- flyers, and newsletters to communicate with parents, promote involvement, and solicit input	09/2015 - 09/2018	District Staff, Site Administrator	Personnel Annual Service Agreement	2000-2999: Classified Personnel Salaries	LCFF - Base	88,400
					LCFF - Supplemental	2,950
					Title I	1,767
Provide written parent communication in English and Vietnamese	09/2015 - 09/2018	District and Site Translator	Expense captured in earlier action			
Provide parent education opportunities relevant to middle school students such as parent education nights and communications, utilizing the middle school counselors to inform parents about ways to support secondary academic plans	09/2016 - 09/2018	Administrators and Counselors	Stipends, Expenses	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	500

School Goal #4

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement and School Climate

LEA Local Control and Accountability (LCAP) Goal:

To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

SCHOOL GOAL #4:

Create a learning environment and school climate which improves student's attendance, connection and overall involvement in all aspects of their education.

Annual Update:

Student Attendance Rate was 97.57

Chronic Absenteeism rate was 12 students.

12 Formal suspensions were issues.

No students had more than 5 discipline incidents during the school year.

66% of students reported that "Teachers care about me."

77% of students reported that "Teachers have high expectations of me."

86% of students reported that "I feel safe at school."

Expected Annual Outcomes

Student daily attendance rates will maintain or increase during the school year.

Chronic absenteeism rates will decrease from 10 to 7 students.

Suspension incidents will decrease from 12 to 8 incidents during the school year.

Students reporting that "Teachers care about me" will increase to 70%

Students reporting that "Teachers have high expectations of me" will increase to 81%

Students reporting that "I feel safe at school" will increase to 90%

Findings from the Analysis of this Data:

While Fulton continues to enjoy higher-than-average student engagement and school climate ratings, there continues to be a need for development of additional, consistent student recognition programs. In 2016-2017, additional student recognition programs were solidified such as Student Recognition Breakfast, Spirit Wars, and Falcon-of-the-Month. Additional during and after school activities and clubs that students can be involved to increase their connectedness to the school have been introduced for the 2017-2018 school year. The general approach of campus discipline has shifted to a Restorative Justice model and this has significantly reduced the school's suspension

Actions to be Taken	Timeline	Person(s)		Proposed Exp	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Educate parents regarding legalities related to absenteeism	09/2015 - 06/2018	Teachers, Site Administrators, School Counselors	No additional expense associated with the action			
Provide health services to support attendance for high needs student populations	09/2015 - 06/2018	School Staff, Site Administrator, District Staff	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	26,570
					LCFF - Supplemental	4,000
Analyze suspension information to identify patterns in misconduct and/or student demographics	09/2015 - 06/2018	Site Administrator, District Staff	No additional expense associated with the action			
Implementation/continuance of during and after-school clubs; expansion of offerings	09/2015 - 06/2018	Site Administration, Activities Director, PTA, Teachers	Personnel	1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	6,000
Activities organized by student council to promote student engagement and school spirit	09/2015 - 06/2018	Activities Director, Student Council, Site Administrators	No additional expense associated with the action			
Expand Restorative Justice practices in order to reduce classroom disruptions and create a positive environment for student learning and positive conduct.	05/2015 - 06/2018	Site Administration, Teachers, Counselors	No additional expense associated with the action			
Provide counseling support for high needs student populations	09/2015 - 06/2018	District Staff, Counselors	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base	57,000
					LCFF - Supplemental	38,000
Expand Healthy Options announcements and posters promoting healthy school lunches with the PAL students	09/2016 - 06/2018	Administration, Teachers	No additional expense associated with the action			
Review & update the Fulton Health & Wellness Plan	09/2016 - 06/2018	Administration, Teachers (district rep), Students (ASB/PAL), Parents (SSC)	No additional expense associated with the action			

Actions to be Taken	Ti Ii	Person(s)	Person(s) Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Utilize the Leadership Team/Visible Learning Team to review practices and implement District goals.	09/2016 - 06/2018	Administration, Teachers	Certificated Salary	1000-1999: Certificated Personnel Salaries	Other	3,780
					LCFF - Supplemental	1,000
Identify meaningful participation activities to encourage student engagement	09/2017 - 06/2018	Administration, Teachers	Personnel, materials	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	5,000

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	LCFF - Base	130,957.00
2000-2999: Classified Personnel Salaries	LCFF - Base	151,100.00
5000-5999: Services And Other Operating	LCFF - Base	11,900.00
	LCFF - Supplemental	97,299.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	57,009.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	6,600.00
4000-4999: Books And Supplies	LCFF - Supplemental	6,306.00
	Other	1,505.00
1000-1999: Certificated Personnel Salaries	Other	4,530.00
1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	6,000.00
	Title I	1,767.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	114,542.00
Goal 2	118,864.00
Goal 3	100,217.00
Goal 4	141,350.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

I realize that my education is important. I know I is following responsibilities to the best of my ability:	am the one responsible for my own success. Therefore, I agree to carry out the
I will return completed homework on time.	
	to communicate with my teachers or follow their absent procedures to ensure I
make up missed assignments.	
I will communicate my academic progress w	ith my parents through the use of School Loop and/or return corrected work and
tests.	
I will follow the Fulton Honor Code policy	
I will arrive at school on time every day unles	
I will be responsible for my own behavior and	
I will be a cooperative learner by participatin	g in class and following directions
I will be kind and respectful to others.	
Student's Signature	Date
· · · · · · · · · · · · · · · · · · ·	ccation will help his/her achievement and attitude. Therefore, I agree to carry out
the following responsibilities to the best of my abili	:y:
I will provide a quiet time and place for my cl	nild to study.
I will encourage my child to complete his/her	homework.
I will make sure my child gets an adequate ni	ght's sleep.
I will see to it that my child arrives at school of	
I will stay informed about my child's progress	s through the use of School Loop or another means of communication.
I will attend Back to School Night, Parent Cor	
I will support the school/district policies on h	omework, discipline and attendance.
Parent's Signature	Date

Staff Pledge:

We understand the importance of the school experience to every child and our role as teachers and models. Therefore, we agree to carry out the following responsibilities to the best of our ability:

- * I will teach all the necessary concepts to your child before regular homework is assigned.
- * I will strive to be aware of the individual needs of your child.
- * I will regularly communicate with you regarding your child's progress through School Loop, progress reports, and report cards.
- * I will provide a safe and positive learning environment for your child.

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Kevin Johnson	Х				
Thao Nguyen			Х		
Jennifer Rose		Х			
Alyssa Brignardello		Х			
Giovanni Velasco		Х			
Shelby Mirrotto				X	
Trisha Templin				X	
Marisa Liu				X	
Lincoln Johnson					Χ
Gigi Kikawa					Х
Numbers of members of each category:	1	3	1	3	2

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

- 1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
- 3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

	State Compensatory Education Advisory Committee	
X	English Learner Advisory Committee	Signature
	Special Education Advisory Committee	Signature
	Gifted and Talented Education Program Advisory Committee	Signature
	District/School Liaison Team for schools in Program Improvement	Signature
	Compensatory Education Advisory Committee	Signature
	Departmental Advisory Committee (secondary)	Signature
	Other committees established by the school or district (list):	Signature
	N.	Signature

- 4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
- This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This SPSA was adopted by the SSC at a public meeting on December 13, 2017.

Attested:

Kevin Johnson

Typed Name of School Principal

Thao Nguyen

Typed Name of SSC Chairperson

Signature of SSC Chairperson

Signature of SSC Chairperson

Date

The Single Plan for Student Achievement

School: Robert Gisler Elementary School

CDS Code: 30-66498-6027973

District: Fountain Valley School District

Principal: Erin Bains

Revision Date: October 23, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Erin Bains **Position:** Principal

Phone Number: (714) 378-4211

Address: 18720 Las Flores Street

Fountain Valley, CA 92708

E-mail Address: BainsE@fvsd.us

The District Governing Board approved this revision of the SPSA on February 15, 2018.

Table of Contents

School Vision and Mission	3
School Profile	
Planned Improvements in Student Performance	
School Goal #1	4
School Goal #2	7
School Goal #3	9
School Goal #4	11
Summary of Expenditures in this Plan	13
Total Expenditures by Object Type and Funding Source	13
Total Expenditures by Goal	14
Home/School Compact	15
School Site Council Membership	16
Recommendations and Assurances	17

School Vision and Mission

Robert Gisler Elementary School's Vision and Mission Statements

MISSION STATEMENT:

The mission of Gisler School is a commitment to provide a safe and academically challenging environment for all students. It is our expectation that all students will succeed in the acquisition of basic academic and social skills to become life-long learners and quality citizens. Certificated and classified staff along with our parent community are dedicated to assisting all students in achieving this mission.

VISION STATEMENT:

The success of our Gisler Elementary School depends on the commitment of all staff (administrators, teachers, and support staff) to high quality standards, expectations and performances.

- We believe all students can learn and are each a valued individual with unique physical, social, emotional, and intellectual needs.
- Professional development is an integral part of our ongoing plan for continuous improvement; curriculum development, design of instructional activities, and the use of assessment measures are focused on providing learning opportunities and feedback systems that enable students to achieve success.
- Effective collaboration and communication with families as partners in the education of their children is essential to the success of Gisler Elementary School.

School Profile

Robert Gisler Elementary School is a TK-5 elementary school serving approximately 530 students. Gisler School is located in the Fountain Valley School District in Orange County. Gisler students represent a cross-section of cultural, racial and ethnic backgrounds, displaying various levels of abilities from gifted to at-risk. All students receive core curriculum instruction as identified by the Fountain Valley School District and California State Standards. Teachers work collaboratively to design an instructional program to meet the specific needs of students using research-based instructional practices, strategies, and techniques. Gisler is committed to every student reaching a level of proficient performance in order to prepare him/her for the future. Strong parent involvement is evident and supports the vital partnership between home and school.

School Demographics: (based on the California School Dashboard)

Enrollment: 533
English Learners: 12%
Special Education:12%

Socio-Economically Disadvantaged: 20%

Hispanic: 19% Asian: 21%

White (not Hispanic): 53%

School Goal #1

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement

LEA Local Control and Accountability (LCAP) Goal:

Goal 1: To support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking and problem solving.

SCHOOL GOAL #1:

To support student achievement, Gisler Elementary will incorporate professional development, technology integration, school and District signature practices, and when available new standards-aligned instructional materials.

Annual Update:

SBAC ELA results: schoolwide +2% (did not meet goal) SBAC Math results: schoolwide +2% (did not meet goal)

100% of K-5 students assessed in reading using Fountas and Pinnell and data collected in Illuminate.

Expected Annual Outcomes

- Student Achievement: SBAC ELA increase 2 percent scoring Standard Exceeded and Standard Met in all grades
- SBAC Math increase 2 percent scoring Standard Exceeded and Standard Met in all grades.
- 100% of K-5 students assessed in reading using Fountas and Pinnell and data collected in Illuminate.

- Lack of time for collaboration within grade levels as well as articulation across grade levels.
- More knowledge of data analysis needed: what to use and how to use it.
- Roadmap for professional development in reading to add to consistency of instructional practices.
- Lack of time for on-going professional development for California State Standards.
- Lack of consistent writing program.

Actions to be Taken	Time aline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Site based professional development	Sept 2014 - June 2018	Teachers, Site Administrator	Substitutes Consultants	1000-1999: Certificated Personnel Salaries 5000-5999: Services And Other Operating Expenditures	Other	5,300
Implement California State Standards in English language arts/literacy and mathematics.	Sept 2015 - June 2018	Teachers, Site Administrator, District Administrators	No additional expense associated with this action			
Increase and support of student use of technology through IT staffing	Sept 2015 - June 2018	District Administrators	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	41,700
					LCFF - Supplemental	13,570
Participate in District Reading professional development	January 2016 - June 2018	Administrators, Teachers	Substitutes	1000-1999: Certificated Personnel Salaries	LCFF - Base	3,073
					LCFF - Supplemental	4,609
Participate in PD and implement Cognitively Guided Instruction (CGI) and demo days	Sept 2015 - June 2018	Administrators, Teachers	Trainer fees, substitutes, stipends, materials	1000-1999: Certificated Personnel Salaries	LCFF - Base	3,073
					LCFF - Supplemental	4,609
Utilize supplemental resources	Sept 2015-June 2018	District Administrators, Site Administrator,	Instructional Materials	4000-4999: Books And Supplies	LCFF - Supplemental	4,275
Implementation of District signature practices: CGI, Fountas and Pinnell, ST Math	September 2016- June 2018	Administrators, teachers	No additional expense associated with this action			
Increase opportunities for teacher collaboration by including it in professional development, student free days, Thursday staff meetings, and Friday PLC time	September, 2016- June 2018	Administrators, Teachers, Parent Volunteers	No additional expense associated with this action			
Provide teachers release time to administer, score, and analyze data through certificated music instruction	September 2016- June 2019	administrators, teachers, district music teacher.	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	32,000

Actions to be Taken	T	Person(s)	Proposed Expenditure(s)				
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount	
Participate in school library program	September 2016- June 2019	Library tech	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	21,000	
					LCFF - Supplemental	6,500	

School Goal #2

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Special Populations

LEA Local Control and Accountability (LCAP) Goal:

Goal 2: To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.

SCHOOL GOAL #2:

All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math thereby addressing the achievement gap.

Annual Update:

SBAC ELA results: 72% (0% change)

EL: average PL= 1.9 gap of -1

LI: average PL= 2.4 gap of -.5

SWD: average PL= 1.6 gap of -1.4

SBAC Math results: 70% (4% increase)

EL: average PL= 2.5 gap of -.6

LI: average PL= 2.6 gap of -.5

in average i L- 2.0 gap or .5

SWD:average PL=2 ga of -1.1

Expected Annual Outcomes

Students from significant subgroups will decrease the achievement gap by 4% in math and ELA.

- A discrepency exists between low income and special education students and their non-impacted peers on the Smarter Balanced assessments.
- Inconsistent instructional practices and interventions for English Learners.
- Motivation needed for students who struggle and reach plateaus in ST Math.

Actions to be Taken	I.	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Bilingual tutor support for Beginning and Early Intermediate English Learners to facilitate content mastery	Sept 2015 - June 2019	Teachers, Support Staff, Site Administrator, District Administrator	Classified salaries	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	8,213
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide	Sept 2015 - June 2019	Teachers, Site Administrator	Annual renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF - Base	2,590
timely intervention and close the achievement gap					LCFF - Supplemental	1,636
Reading Intervention	Sept 2016 - June 2019	Teachers, Site Administrator, district support	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	12,000
					LCFF - Supplemental	8,000
Use of TOSAs (elementary reading, elementary math, middle school reading, middle school math, TK-8 intervention) with district's signature practices	Sept 2016-June 2019	administrators, TOSAs, district administrators	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	48,500
K-5 EL after school writing program	Sept 2016-June 2019		Personnel, Materials	1000-1999: Certificated Personnel Salaries	Title III	4,075
including a literacy screener, to identify students for participation in	Sept 2016-June 2019	teachers, administrators	Annual service renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF - Base	11,900
supplemental services/					LCFF - Supplemental	3,950

School Goal #3

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parental Involvement

LEA Local Control and Accountability (LCAP) Goal:

Goal 3: To support academic success, all parents will be engaged and play an active role in the school community.

SCHOOL GOAL #3:

Increase parent involvement to include a broader representation of parents on school decision-making groups, reflective of all student demographics.

Annual Update:

PTO members:

93 Twitter Followers

96% attendance at parent/teacher conferences

Expected Annual Outcomes

Attendance at parent conferences at or above 85%.

An increase in PTO members by 5%.

Increase of Twitter followers to 100+.

- Parents are reluctant to join PTO or serve in volunteer positions (usually in TK-2). Parents of older students tend to join the PTO board in 3rd-5th grade, rather than TK-2.
- Language barrier with our EL parents.
- Lack of involvement opportunity convenient to parent schedules.

Actions to be Taken	Ti Ii	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
	Sept 2015 - June 2019	PTO Executive Board, Teachers, Members, Site Principal	No expense associated with this action			

Actions to be Taken	Ti Ii	Person(s)	Person(s) Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Publicize meetings via newsletters, flyers, and phone system	Sept 2015 - June 2019	PTO Executive Board, Site Principal	Duplication expenses	5000-5999: Services And Other Operating Expenditures	РТО	200
Expand parent education nights and include childcare	March 2014-June 2018	Teachers, PTO, Site Principal	Stipends, Materials	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1000
Vietnamese translation and interpretation	Sept 2013 - June 2019	District Staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	6,600
Utilize technology, eflyers, newsletters and social media to	Sept 2013 - June 2018	District staff, Site Administrator	Personnel and annual service agreements	2000-2999: Classified Personnel Salaries	LCFF - Base	8,840
communicate with parents, promote involvement, and solicit input					LCFF - Supplemental	2,950
, , , , , , , , , , , , , , , , , , ,					Title I	1,767

School Goal #4

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate

LEA Local Control and Accountability (LCAP) Goal:

Goal 4: To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

SCHOOL GOAL #4:

Create a learning and school climate that improves students' attendance, connection, and overall involvement in all aspects of their education.

Annual Update:

Daily attendance rate of 96.2% with the district average of 97.0%, chronic absenteeism of 22 which is a decrease from 36, suspensions: 2, School Climate Survey results, California Healthy Kids Survey results, PBIS

Expected Annual Outcomes

Daily attendance rates to exceed the district average, chronic absenteeism information, suspensions, School Climate Survey results. California Healthy Kids Survey results

- Staff members need to be more consistent with PBIS rewards and program components.
- More after school programs, both academic and enrichment, needed to allow more access for students to become more "connected" to school. More paid programs: computer driven, foreign language, enrichment, etc.
- Support from parents to not take vacations during school time or allow students to remain at home except when sick.

Actions to be Taken	I.	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Monthly attendance reports run and letters sent to parents	Sept 2015 - June 2019	SAA, Teachers, Site Principal	No additional expense associated with the action			
Increase membership on Student Council	Sept 2015 - June 2019	Teachers, Students, Site Principal	No additional expense associated with the action			
Continue to utilize strategies from PBIS and honor students for their positive behavior	Sept 2015 - June 2019	Teachers, Staff, Site Principal	Incentives	5000-5999: Services And Other Operating Expenditures	LCFF - Base	500

Actions to be Taken		Person(s)		Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount	
Continue with Noon League Sports at lunch to increase student engagement/connectedness	Sept 2015 - June 2019	Students, Site Administrator	No additional expense associated with the action				
Educate parents regarding legalities related to absenteeism	Sept 2015 - June 2019	Teachers, Site Administrators	No additional expense associated with the action				
Provide health services to support attendance for high needs student populations	Sept 2015 - June 2019	School Staff, Site Administrator, District Staff	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	26,570	
					LCFF - Supplemental	4,000	
Consistent meeting of Leadership Team to build capacity at site. Continue to utilize their expertise at professional development at site.	Sept 2015-June 2019	Teachers, Site Administrator	Substitutes, stipends	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1000	
Follow Health and Wellness policy and activities	Sept 2015-June 2019	Teachers, Site Administrators, Support Staff, PTO	No additional expense associated with this action				

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
5000-5999: Services And Other Operating	PTO	200.00
1000-1999: Certificated Personnel Salaries	LCFF - Base	44,716.00
2000-2999: Classified Personnel Salaries	LCFF - Base	71,540.00
5000-5999: Services And Other Operating	LCFF - Base	14,990.00
	LCFF - Supplemental	36,254.00
	LCFF - Supplemental	13,570.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	82,500.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	14,813.00
4000-4999: Books And Supplies	LCFF - Supplemental	4,275.00
1000-1999: Certificated Personnel Salaries	Other	5,300.00
	Title I	1,767.00
1000-1999: Certificated Personnel Salaries	Title III	4,075.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	139,709.00
Goal 2	100,864.00
Goal 3	21,357.00
Goal 4	32,070.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

THE STUDENT PLEDGE:

I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will return completed homework on time.
- I will return corrected work to my parent(s).
- I will arrive at school on time every day unless I am ill.
- I will be responsible for my own behavior.
- I will be a cooperative learner.

Parents Pledge:

THE PARENT PLEDGE:

I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will provide a quiet place for my child to study.
- I will encourage my child to complete his/her homework.
- I will make sure my child gets an adequate night's sleep.
- I will see to it that my child arrives at school on time every day.
- I will spend at least 15 minutes per day reading with my child.
- I will attend Back to School Night, Parent Conferences, and Open House
- I will support the school/district policies on homework, discipline and attendance.

Parent's Signature	Date	
--------------------	------	--

Staff Pledge:

THE TEACHER PLEDGE:

I understand the importance of the school experience to every child and my role as a teacher and model. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will teach all the necessary concepts to your child before regular homework is assigned.
- I will strive to be aware of the individual needs of your child.
- I will regularly communicate with you regarding your child's progress.
- I will provide a safe and positive learning environment for your child.

Teacher's Signature	Date

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Erin Bains	Х				
Suzie Davis			X		
Lynn Blankenship		Х			
Jody Brekke		Х			
Krista Hebel		Х			
Brianne Sjollema				X	
Elleni Hoffman				X	
Thuy Tran				X	
Shannon Cross				Х	
Ti McCormick				X	
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

- 1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
- The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
- 3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

State Compensatory Education Advisory Committee	
	Signature
English Learner Advisory Committee	
	Signature
Special Education Advisory Committee	
	Signature
Gifted and Talented Education Program Advisory Committee	
	Signature
District/School Liaison Team for schools in Program Improvement	
	Signature
Compensatory Education Advisory Committee	Signature
Description of the Constitute (constitute)	Signature
Departmental Advisory Committee (secondary)	Signature
Other committees established by the school or district (list):	
other committees established by the school of district (list).	6

- 4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
- 5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This SPSA was adopted by the SSC at a public meeting on January 12, 2017.

Attested:

Erin Bains

Typed Name of School Principal

Typed Name of SSC Chairperson

Signature of School Principal

Signature of School Principal

711/1

Signature of SSC Chairperson

1121

2/12/17

Ti McCormick - Chairperson

The Single Plan for Student Achievement

School: Kazuo Masuda Middle School

CDS Code: 30-66498-6094627

District: Fountain Valley School District

Principal: Jay Adams

Revision Date: November 27, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Jay Adams

Position: Principal

Phone Number: (714) 378-4250

Address: 17415 Los Jardines West

Fountain Valley, CA 92708

E-mail Address: adamsj@fvsd.us

The District Governing Board approved this revision of the SPSA on February 15, 2018.

Table of Contents

School Vision and Mission	3
School Profile	
Planned Improvements in Student Performance	5
School Goal #1	5
School Goal #2	8
School Goal #3	12
School Goal #4	14
Summary of Expenditures in this Plan	17
Total Expenditures by Object Type and Funding Source	17
Total Expenditures by Goal	18
Home/School Compact	19
School Site Council Membership	20
Recommendations and Assurances	21

School Vision and Mission

Kazuo Masuda Middle School's Vision and Mission Statements

School Vision Statement:

All Students. All Staff. Believe, Achieve, Succeed.

School Mission Statement

Masuda Middle School is committed to providing a safe, supportive learning environment which promotes academic excellence through the mastery of basic skills while challenging students to become life-long learners and to reach their highest potential. Students at Masuda, guided by a team of knowledgeable, highly-trained teachers, administrators, and parents, will become effective communicators and creative thinkers who will be successful and responsible citizens.

School Profile

Masuda Middle School is a 6-8 middle school located in Fountain Valley, California in the Fountain Valley School District. Unique to Masuda Middle School is the diversity of our school. Our diverse student population makes for a rich campus culture. Another admirable quality found at Masuda is strong community involvement. We offer many opportunities for parents and community members alike to become involved on a regular basis and support the partnership between the home and school connection.

Masuda is a 2009 California Distinguished School and a 2015 California Gold Ribbon School. We are fortunate to have a staff of 30+ teachers who are dedicated to the education of our students. Our goal is to focus on increasing student achievement through a highly academic, standards-based instructional program, while at the same time, providing a highly enriched educational and social environment for our middle school students.

The Masuda staff spends a great deal of time planning for each school year with the intent of making a positive and successful educational experience for all students. In addition, we recognize the importance of a home-school partnership as a necessary component to ensure the success of our Masuda students. We highly encourage our parents to assist their children by monitoring their daily progress and becoming actively involved in their child's education. Parental involvement and support are key ingredients to making Masuda Middle School one of the finest schools in Orange County.

Total Enrollment: 853

Student Enrollment - Racial and Ethnic Subgroups (based on the California School Dashboard)

Asian: about 48%

Hispanic or Latino: about 17% White (Not Hispanic): about 26%

Special Education: about 7%

Socio-Economically Disadvantaged: about 33%

English Learners: about 13%

In addition to our general program, Masuda has two full-time resource specialists, a Special Day Class teacher, a Speech and Language Pathologist, a School Counselor and a School Psychologist. Our Special Education Program has been recognized by the State for the outstanding supports and services it provides to students with special needs.

Masuda's general education classes offer students a variety of supports, interventions and enrichment. Based on students' needs and performance, they are placed in English/Language Arts and Math courses which support or enrich their skills through the offering of co-taught classes, intervention classes, GATE/Honors clusters, and above grade-level courses.

Masuda not only offers students a range of academic programs, but extracurricular activities as well. Below is a list of some of the activities students can become involved in:

- Spirit Days
- Classroom Competitions
- Noon League Sports Games
- Assemblies and Pep Rallies
- Dances
- Clubs Homework, Community Service (Helping Hands), Newspaper, FCCLA/Cooking and Creating, Girls Who Code, Yoga, and more...
- Cheerleading
- Competitive Sports Teams
- PAL (Peer Assistance Leadership)
- ASB (Student Council)

We also have a very active Parent Teacher Student Organization (PTSO) which supports our school in many ways, including:

- Fundraisers
- Campus Volunteers
- Classroom Enhancement Funds
- Technology
- Assemblies
- Library Books
- Student Awards and Recognition
- PE Equipment
- Family Nights and Dine Outs

While Masuda Middle School enjoys high levels of student achievement, the staff, parents and administration are all committed to working together for continuous improvement and ongoing ways to maximize student learning and development.

School Goal #1

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement

LEA Local Control and Accountability (LCAP) Goal:

Goal 1: To support academic success and prepare students for College and Career, students will have access to 21st Century learning tools, including technology, and engage in rigorous and relevant educational experiences that develop their knowledge, skills and ability to collaborate, create, communicate, think critically, and solve problems.

SCHOOL GOAL #1:

To support student achievement, Masuda will incorporate Professional Development, Technology Integration, and - when available - new, California State Standards-aligned instructional materials.

Annual Update:

STUDENT ACHIEVEMENT:

*Smarter Balanced Assessments (SBAC) showed 75% of students Met/Exceeded standards in ELA, and 66% Met/Exceeded standards in Math. Cohort groups showed gains of between 1%-13% in all grade levels, all subjects.

*SRI Assessments were given 3 times annually in 6th/7th grades and teachers began to look at data to effect change instructionally.

TECHNOLOGY:

7 Chromebook Carts of 34 devices were added to Masuda, for a total of 238 Chromebooks, significantly decreasing the Device: Student ratio.

Expected Annual Outcomes

SBAC (including sub-group scores) ELA Standard Met/Exceeded numbers will increase from 75% to 77%; Math Standard Met/Exceeded numbers will increase from 66% to 70%. Screener/SRI Assessment: School-Wide administration, 3 times per student, to include 8th grade, and an increasing usage of data to drive instructional practice. Writing Benchmarks: Implementation of Turn-It-In.com.

Interim Assessments: ELA/Math preliminary administration will be given 3 times per student.

- 4 Common Math Units will be developed, along with initial forays into common assessment.
- 1 Additional ELA novel unit will be developed and implemented in the current year.
- 3 Common History/Social Studies units will be developed per grade level in the current year.
- 1 Common Science (NGSS) unit will be developed per grade level in the current year.

Findings from the Analysis of this Data:

Currently, there are not common assessments in Mathematics and ELA, which would facilitate stronger student achievement and effective teacher collaboration.

Technology: there is a need to reduce the student: device ratio (Chromebooks) to increase student access, specifically in the programs which serve the "At-Risk," struggling student population.

There is currently a lack of measurable data for Science/History, and no common assessments or units of study.

Actions to be Taken	Time aline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Teacher collaboration provided in conjunction with professional development.	Sept 2016 - June 2018	District Administrators Site Administrators Teachers	No additional expense associated with this action.			
Utilize supplemental resources in academic core classes to enhance instruction and increase student access.	Sept. 2016 - June 2018	Site Administrators/Tea chers	Supplemental text	4000-4999: Books And Supplies	LCFF - Supplemental	6424
Visible Learning - professional development and implementation	Aug 2016 - June 2018	Teachers/Site Administrators	Professional Development, Release Time	1000-1999: Certificated Personnel Salaries	Title I	1,500
Middle School department PLCs to encourage teacher collaboration (Irvine Math Project-IMP, ELA Literature Units, Irvine History Project-IHP, and Next Generation Science Standards-NGSS Trainings).	Sept 2016 - June 2018	Teachers/Site Administrators District Administrators	Release Time	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	18,203
Increase student use of technology, including enhanced collaboration through such venues as individual Google Accounts/Docs, through increased Staff Development in technology, increased employment of student BYOD, and decreased student:device ratio.	Sept. 2016 - June 2018	Teachers/Site Administrators	No additional expense associated with this action.			
Increase site technology (specifically LCD projectors and printers) for full-campus student/staff access for a more consistent usage.	Sept. 2016 - June 2018	District Administrators	Hardware Installation	5000-5999: Services And Other Operating Expenditures	Other	23,273

Actions to be Taken		Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Implement California State Standards Math materials (California Math and IMP) and participate in professional development	Sept 2016- June 2018	Teachers/Site Administrators District Administrators	No additional expense associated with this action.			
Implement California State Standards in ELA and participate in professional development (Novel Unit development)	Sept 2017 - June 2018	Teachers/Site Administrators District Administrators	No additional expense associated with this action.			
Participate in school library program	Sept 2017 - June 2018	Library Media Technician	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	21,000
					LCFF - Supplemental	6,500
Support student use of technology through IT staffing	Sept 2017 - June 2018	District Administrators	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Base	41,700
					LCFF - Supplemental	13,570

School Goal #2

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Special Populations

LEA Local Control and Accountability (LCAP) Goal:

Goal 2: To support academic success in the core program, English Learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.

SCHOOL GOAL #2:

All students, including significant subgroups, will demonstrate achievement equal to, or greater than, the State average in English/Language Arts and Math, thereby addressing the Achievement Gap.

Annual Update:

STUDENT ACHIEVEMENT:

ELA Standard Met/Exceeded rate of 75%; Math Standard Met/Exceeded rate of 66%.

Special Education Students: ELA Standard Met/Exceeded rate of 30%; Math Standard Met/Exceeded rate of 15%.

English Learner Students: ELA Standard Met/Exceeded rate of 28%; Math Standard Met/Exceeded rate of 31%.

Low Income Students: ELA Standard Met/Exceeded rate of 71%; Math Standard Met/Exceeded rate of 55%.

Expected Annual Outcomes

SBAC (including sub-group scores) ELA Standard Met/Exceeded will increase from 75% to 77%; Math Standard Met/Exceeded will increase from 66% to 70%.

Special Education Students: ELA Standard Met/Exceeded will increase from 30% to 40%; Math Standard Met/Exceeded will increase from 15% to 25%.

English Learner Students: ELA Standard Met/Exceeded will increase from 28% to 35%; Math Standard Met/Exceeded will increase from 31% to 35%.

Low Income Students: ELA Standard Met/Exceeded will increase from 71% to 75%; Math Standard Met/Exceeded will increase from 55% to 60%.

Screener/SRI Assessment: School-Wide administration, 3 times per student, to include 8th grade, and an increasing usage of data to drive instructional practice.

Writing Benchmarks: Implementation of Turn-It-In.com.

ELPAC/RFEP: Redesignation rates 37% to 40%

Interim Assessments: ELA/Math preliminary administration will be given 3 times per student.

"Language Live" program to be implemented with Special Day Class students.

1 period of Intervention teacher will be scheduled to "case manage" at-risk students and provide ongoing support and consult for regular teachers.

Reading Support Program (2 periods) will be revamped and implemented to target At-Risk, struggling readers.

Math Intervention program (3 periods) will be developed and implemented to target At-Risk, struggling learners.

Findings from the Analysis of this Data:

Prior Math Help Elective proved ineffective at helping targeted At-Risk students with increasing scores on standardized and non-standardized assessments. Reading Intervention Teacher transferred to another school, necessitating a change in program.

Specific, targeted intervention program needed in Special Education to work with our most At-Risk readers (SDC--2 or more years below grade level).

General Education teachers need assistance in providing At-Risk, under-performing students with targeted intervention strategies to help them meet rigorous classroom standards.

"Spotlight" intervention classes are key to improving classroom and assessment performance for At-Risk, struggling students, and should be continued at each grade level.

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Utilize District common assessments, including a literacy screener, to identify students for participation in supplemental programs	Sept 2016- June 2018	Teacher/Site Administrator	SRI Subscription Duplication	5000-5999: Services And Other Operating Expenditures 5000-5999: Services And Other Operating Expenditures	LCFF - Base LCFF - Supplemental	11,900 3,950
For each trimester, appropriately place students in need of interventions according to SBAC scores, placement tests, teacher recommendations and diagnostic tests performed at the beginning of the school year and continuing throughout the school year.	Aug 2016 - June 2018	Site Administrators, Teachers	STAR Reading/Accelerated Reader Subscriptions. Renaissance Learning, SRI Assessments, Visible Learning, Academic Vocabulary	5000-5999: Services And Other Operating Expenditures	Title I	8,110
Progress monitoring and movement in and out of students in trimester math interventions as determined by math class grades, teacher recommendations and assessment data (school, District, and State)	Sept 2017 - June 2018	Site Administrators, Teachers	ST Math Subscriptions	5000-5999: Services And Other Operating Expenditures	Title I	4,000
Utilize web-based intervention programs (i.e. ST Math & United Streaming) to support student achievement	Sept 2016 - June 2018	Site Administrators District Administrators	United Streaming Subscription	5000-5999: Services And Other Operating Expenditures	Title I	1,125
Intervention courses: Math Support (3 sections of District supported intervention + Master Schedule	Sept 2017 - June 2018	Site Administrators District Administrators	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	37,500
supported intervention)					LCFF - Supplemental	12,500

Actions to be Taken	Timeline	Person(s)	Proposed Expenditure(s)			
to Reach This Goal	rimeline	Responsible	Description	Туре	Funding Source	Amount
Provide Resource Specialists to support the co-teaching service delivery model (collab.)	Sept 2016 - June 2018	Site Administrators, Teachers	No additional expense associated with this action			
Increase Device:Student Ratio	Sept 2016 - June 2018	Teachers Site Administrators District Administrators	Chrome Carts	4000-4999: Books And Supplies	Title I	40,000
Bilingual Tutors will provide support to Beginning/Early Intermediate EL students	Sept 2016 - June 2018	Teachers/Support Staff, Site/District Administration	Bilingual Tutor Salary	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	29,108
Provide a Newcomer program to students new to the US as well as an Intermediate EL program	Sept 2016 - June 2018	Teachers/Site Administrators	Expense captured in earlier item			
After-School Homework and Math Intervention, Lunch Academy	Sept 2016 - June 2018	Teachers, Site Administrators	Hourly Rate/Stipends	1000-1999: Certificated Personnel Salaries	Title I	5,400
During the day intervention courses: Reading Intervention	Sept 2016 - June 2018	Site Administrators District Administrators	Personnel	1000-1999: Certificated Personnel Salaries	Title I	44,250
Provide regular opportunities for Collab teachers to collaborate on lesson plans, to develop assessments,	Sept 2016 - Aug 2018	Teachers/Site Administrators	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	3,009
to discuss teaching strategies, and to reflect on the Co-teaching model to continually improve instruction.					Other	3,009
Analyze and disaggregate student achievement data in English Language Development, English/Language Arts, and mathematics in order to provide timely intervention and close the achievement gap	Sept 2016 - June 2018	Teachers/Site Administrators	Expense included in action 2.1			

Actions to be Taken	Timedia	Person(s)		Proposed Expe	enditure(s)	
to Reach This Goal	Timeline	Responsible	Description	Туре	Funding Source	Amount
Continue to work with the Teachers on Special Assignment (TOSA's) in English, math, and instructional support/intervention to maximize student achievement.	Sept 2016 - Aug 2018	Teachers/Site Administrators/TOS A's	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	48,500
Utilize ELD Bridge Materials and other supports as available to support classes with clusters	Sept 2016 - June 2018	Teachers/Support Staff, Site/District Administration	Supplemental materials, technology, subscriptions	5000-5999: Services And Other Operating Expenditures	Title III	8,351

School Goal #3

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement

LEA Local Control and Accountability (LCAP) Goal:

Goal 3: To support academic success, all parents will be engaged and play an active role in the school community.

SCHOOL GOAL #3:

Increase parent involvement to include a broader representation of parents, reflective of all student demographics, on school decision-making groups and at school events (i.e. parent nights, participation in PTSO, School Site Council, ELAC school activities, conferences).

Annual Update:

School Site Council had full participation, including 3 parent/2 student members in regular attendance.

2 Parents ran in SSC Election for one open Parent position.

Parent/Teacher Conferences were held for 82% of Masuda students.

ELAC Parent Participation in fall meeting was 11%.

PTSO Membership sat at 33%.

Beginning implementation of PeachJar to inform parents about school events.

No Twitter account was in existence as of Spring, 2017.

Expected Annual Outcomes

School Site Council participation will include parent/student involvement at all 5 yearly meetings.

English Learner Advisory Council will have increased (unduplicated) parent participation at school meetings throughout the year.

Increased translation of all school documents, to include site newsletters and PTSO offerings.

Parent/Teacher Conferences will be held for parents of ALL students for whom parents seek a conference, in both fall and spring sessions.

PTSO Family Membership will increase from 33% to 40%.

One Masuda Parent Education Night will be offered during the current school year.

ALL school events will be advertised through PeachJar, rather than through paper notification.

Minimum of twice weekly "tweets" will be sent out with the goal of attaining at least 50 "followers" during the current school year.

Findings from the Analysis of this Data:

Increased advertising is needed to encourage parent involvement in District-wide Counselor Parent Education nights.

Parents desire to have a School-Sponsored Parent Education Night on how to assist the school staff in supporting their students.

PTSO Leadership is lacking and parents of new students need to be encouraged to get involved with volunteering and participating in school functions.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Туре	Funding Source	Amount
Annual Parent Nights of general interest to middle-school parents.	Sept 2016- Aug 2018	Site Administrators, Counselor, Activities Director, Teachers, Outside Agencies (i.e. Girls' Inc.)	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000
Utilize technology, social media, e-flyer, and newsletters to communicate with parents, promote involvement, and solicit input	Aug 2016 - June 2018	Site Administrators District Staff	Personnel Annual Service Agreements	2000-2999: Classified Personnel Salaries	LCFF - Base	8,840
					LCFF - Supplemental	2,940
					Title I	1,767
Utilize counselors to inform parents about ways to support secondary academic plans	Sept 2017 - Aug 2018	Site Administrator District Staff	College Night expenses	5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	500
Vietnamese translation and interpretation	Sept 2016 - Aug 2018	District/Site Translator	Personnel	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	6,600
Counselor will meet individually with parents of At-Risk students and will attend pertinent SST Meetings.	Sept. 2016 - Aug. 2018	Site Administrators/Cou nselor	No additional expense associated with this action			

School Goal #4

The School Site Council analyzed the eight State priority areas and adopted the following school goals, related actions and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate

LEA Local Control and Accountability (LCAP) Goal:

Goal 4: To support academic success, students will have access to a safe, supportive, and nurturing environment which promotes engagement and school connectedness.

SCHOOL GOAL #4:

Create a learning environment and school climate which improve students' attendance, school-connectedness, and overall involvement in all aspects of their education.

Annual Update:

Student Attendance Rates was 98%.

Chronic Absenteeism rate was 14 students.

17 Formal Suspensions were issued.

33 students had 5 or more discipline incidents during the school year.

72% of students reported that "Teachers Care About Me."

72% of students reported that "Teachers Have High Expectations of Me."

84% of students reported that "I Feel Safe at School."

Expected Annual Outcomes

Student Daily Attendance Rates will maintain at 98%, or increase during the current school year.

Chronic Absenteeism rate will decrease from 14 to 10 students.

Suspensions will decrease from 17 to 15 incidents during the current school year.

Formal program will be implemented to reward students for increased/excellent attendance.

19 current students with 5 or more discipline incidents during the last year will be targeted/incentivized to decrease their negative behaviors and to develop more pro-social behaviors.

Students reporting that "Teachers Care About Me" will increase from 72% to 75%.

Students reporting that "Teachers Have High Expectations of Me" will increase from 72% to 75%.

Students reporting that "I Feel Safe at School" will increase from 84% to 86%.

Findings from the Analysis of this Data:

No formal program has been in place to encourage increased attendance, and implementing one would be of benefit.

No positive incentive program has been in place to target and intervene with students having behavioral issues--rather a solely punitive (reactive) approach has been the norm. A Positive School Climate has been an ongoing focus at Masuda, and it will continue to be so throughout the coming year.

Interventions such as Saturday School and increased On-Campus Suspensions have significantly decreased suspension rates in recent years, and they will continue to be implemented insofar as they are appropriate.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)				
			Description	Туре	Funding Source	Amount	
Analyze discipline information to identify patterns in misconduct and/or student demographics, and to increase positive conduct. Explore alternatives to suspensions and expulsions.	Sept 2016- Aug 2018	Site Administrators	No additional expenses associated with this action				
Identify meaningful participation activities to encourage student connectedness and student engagement.	Sept 2016- Aug 2018	Site Administrators, Teachers	Personnel, material	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	5,000	
Provide After-School Homework Help to support Title I students who lack home support. Includes math and general help, as well as access to technology, to complete homework assignments.	Aug 2016 - Aug. 2018	Site Administrators, Teachers	Expense captured in Goal 2				
CHKS Administration to monitor Health, Wellness, and School Connectedness.	Jan 2018 - May 2018	Site/District Administrators, Teachers	No additional expenses associated with this action				
Offer annual Student Nights (in conjunction with parent nights), i.e. Girls' Inc.'s "Girls' Night Out."	Sept 2016 - Aug 2018	Site Administrators, Counselor, Activities Director, Outside Agency Personnel	Expense captured in action 4.2				
Provide health services to support attendance for high-needs student populations	Sept 2016 - Aug 2018	Site Administrator District Staff	Personnel	1000-1999: Certificated Personnel Salaries	LCFF - Base	26,570	
					LCFF - Supplemental	4,000	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)				
			Description	Туре	Funding Source	Amount	
Provide counseling support for student population, especially those classified as "high-need" and At-Risk.	Sept 2016 - Aug 2018	District Staff	Certificated Salary	1000-1999: Certificated Personnel Salaries	LCFF - Base	57,000	
					LCFF - Supplemental	38,000	
Educate parents regarding legalities related to attendance/chronic absenteeism.	Sept 2016 - Aug 2018	Teachers/Site Administrators/Cou nselor	No additional expenses indicated				
Develop Leadership Team to promote school-wide focus on Visible Learning initiative and ALL student achievement.	•	Teachers/Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000	
1	Sept. 2016 - June 2018	Teachers/Site Administrators/Cou nselor/ Classified Staff	No additional expenses indicated				

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	LCFF - Base	121,070.00
2000-2999: Classified Personnel Salaries	LCFF - Base	71,540.00
5000-5999: Services And Other Operating	LCFF - Base	11,900.00
	LCFF - Supplemental	65,010.00
	LCFF - Supplemental	12,500.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	76,712.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	35,708.00
4000-4999: Books And Supplies	LCFF - Supplemental	6,424.00
5000-5999: Services And Other Operating	LCFF - Supplemental	4,450.00
	Other	3,009.00
5000-5999: Services And Other Operating	Other	23,273.00
	Title I	1,767.00
1000-1999: Certificated Personnel Salaries	Title I	51,150.00
4000-4999: Books And Supplies	Title I	40,000.00
5000-5999: Services And Other Operating	Title I	13,235.00
5000-5999: Services And Other Operating	Title III	8,351.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	132,170.00
Goal 2	260,712.00
Goal 3	21,647.00
Goal 4	131,570.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

I realize that my education is important. I know I am the one responsible for my own success.

Therefore, I agree to carry out the following responsibilities to the best of my ability:

I will register for and regularly access on School Loop with my own account.

I will return completed homework on time.

I will complete at least 20 minutes of outside reading nightly.

I will return corrected work to my parent(s).

I will arrive at school on time every day unless I am ill.

I will attend Parent/Student/Teacher Conferences and Open House.

I will be responsible for my own behavior.

I will be a cooperative learner.

Student's Name	
Student's Signature	Date

Parents Pledge:

I understand that my participation in my child's education will help his/her achievement and attitude.

Therefore, I agree to carry out the following responsibilities to the best of my ability:

I will register for and regularly access School Loop with a parental account.

I will provide a guiet place for my child to study.

I will encourage my child to complete his/her homework.

I will make sure my child gets an adequate night's sleep.

I will see to it that my child arrives at school on time every day.

I will ensure that my child reads at least 20 minutes per day.

I will attend Back to School Night, Parent/Student/Teacher Conferences, and Open House.

I will support the school/district policies on homework, discipline and attendance.

Parent's Signature	Date

Staff Pledge:

We will teach all the necessary concepts to your child before regular homework is assigned.

We will strive to be aware of the individual needs of your child.

We will regularly communicate with you regarding your child's progress.

We will provide a safe and positive learning environment for your child.

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Jay Adams	X				
Stephanie Stimson		Х			
Dan Weireter		X			
Deborah Barham		Х			
Scott Hall		Х			
Azucena Chavarria				X	
Kara Dang-Vu				X	
Vu Tran				X	
Alycia Paradise					Х
Diana Rus					Х
Numbers of members of each category:	1	4	0	3	2

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

- 1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
- 2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
- 3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

	State Compensatory Education Advisory Committee	
x	English Learner Advisory Committee	Signature Signature
	Special Education Advisory Committee	
		Signature
	Gifted and Talented Education Program Advisory Committee	Signature
	District/School Liaison Team for schools in Program Improvement	
		Signature
	Compensatory Education Advisory Committee	Signature
	Departmental Advisory Committee (secondary)	
		Signature
	Other committees established by the school or district (list):	Signature

- 4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
- 5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
- 6. This SPSA was adopted by the SSC at a public meeting on November 28, 2017.

Attested:

Jay Adams	Glams"	11-28-17
Typed Name of School Principal	Signature of School Principal	/Date
Diana Rus	Diana Mul	
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent Business Services

Isidro Guerra, Director of Fiscal Services

SUBJECT: CONSOLIDATED APPLICATION - Winter Release 2017

DATE: February 5, 2018

Background:

Notification has been received from the California State Department of Education with regard to funding under the 2017-18 Consolidated Application winter release. The Consolidated Application is used by the California Department of Education to distribute categorical funds from various state and federal programs to school districts throughout California. The winter release of the application is submitted in February of each year and contains the district's entitlements for each funded program.

Fiscal Impact:

2017-18 Federal categorical program funds administered through the Consolidated Application:

- Title I, Part A \$412,390. These funds will be used to serve Title I students at Cox Elementary, Oka Elementary, Plavan Elementary, and Masuda Middle School.
- Title II, Part A (Teacher Quality) \$93,268. Funds have been allocated for Class Size Reduction and professional development expenditures.
- Title III, Part A LEP \$86,480. Funds have been allocated to provide supplementary programs and services to limited English proficient students.

Total Consolidated Application funding for 2017-18 will be \$592,138. The 2017-18 expenditure budgets have been adjusted to reflect the new funding entitlements.

Recommendation:

It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Winter Release 2017 Data Collection to the California State Department of Education.



Fountain Valley School District Support Services 2017-2018-H

MEMORANDUM

TO: Board of Trustees

FROM: Cara Robinson, Director, Support Services

SUBJECT: Board Item - Special Education Settlement Agreement 2018-H

DATE: February 9, 2018

Background:

According to the Special Education Settlement Agreement signed on January 31, 2018, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2017-2018 school year. Term of settlement agreement is January 31, 2018 through and including June 21, 2018.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-H.



Fountain Valley School District Food Services

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent, Business Services

Diane Sharpe, Food Service Director

SUBJECT: APPROVAL TO PURCHASE A VEHICLE FOR FOOD SERVICES

USING THE 2016 CMAS CONTRACT

DATE: February 9, 2018

Background:

The Food Service Department has a need for a vehicle for the Operations Coordinator to utilize for transportation to school sites each day for moderate product transfers between schools, site visits and training purposes.

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive by the California Department of General Services (DGS). In February 2016, new vehicle contracts were issued by the State and Board approval is required to utilize these new contracts to take advantage of the substantial cost savings when making future vehicle purchases. Purchases over the current bid limit of \$87,800 will still require additional Board approval.

Fiscal Impact:

The cost of this vehicle will be paid from the cafeteria fund excess fund balance. We anticipate the cost of the vehicle to be approximately \$25,000.00.

Recommendation:

It is recommended that the Board of Trustees approves the District use of the 2016 CMAS contract, and any extensions, to purchase a vehicle for the Food Services Department.



Fountain Valley School District Information Technology

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent, Business Services

Parham Sadegh, IT Supervisor

SUBJECT: AGREEMENT #45362 INTERNET ACCESS AGREEMENT WITH

THE ORANGE COUNTY DEPARTMENT OF EDUCATION

DATE: February 9, 2018

Background:

Annually, the District signs an Internet Access Agreement with the Orange County Department of Education (OCDE) to provide internet access to the District. The agreement is valid for one year. This amendment extends the original contract, signed in 2015, through June 30, 2019.

Fiscal Impact:

This contract has no fiscal impact on Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees approves Agreement #45362, Internet Access Agreement with the Orange County Department of Education.

2018-2019 INTERNET ACCESS AGREEMENT FOUNTAIN VALLEY SCHOOL DISTRICT

This Internet Access Agreement, hereinafter referred to as AGREEMENT, is hereby entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

- 1.0 <u>BASIS OF AGREEMENT</u>. Provide Internet access for up to 10 GB and support to DISTRICT at no cost in accordance with the terms and conditions set forth in this AGREEMENT.
- 2.0 <u>TERM</u>. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2018, and ending on June 30, 2019, subject to termination as set forth in this AGREEMENT.
- 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and support pursuant to Section 1.0 of this AGREEMENT at no cost to the DISTRICT. SUPERINTENDENT receives Internet access at no charge from the California K-12 High Speed Network. DISTRICT shall be notified in writing if SUPERINTENDENT no longer receives Internet access at no charge at which time, SUPERINTENDENT will provide DISTRICT an itemized invoice. DISTRICT will have the option to pay the invoice or terminate this AGREEMENT at DISTRCIT'S discretion.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday 5:00 excluding Friday from 8:00 P.M. through A.M. SUPERINTENDENT'S holidays.

DISTRICT shall be entitled to ongoing

SUPERINTENDENT is and at all times 5.0 INDEPENDENT CONTRACTOR. shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or SUPERINTENDENT principal and agent, between and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

6.0 HOLD HARMLESS.

SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by

reason of any negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

- B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.
- 7.0 <u>INSURANCE</u>. Parties agree to carry insurance as mutually agreed to and shall provide certificates of insurance if requested.
- 8.0 <u>NON-DISCRIMINATION</u>. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 9.0 <u>APPLICABLE LAW</u>. The services completed herein must meet the approval of the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.
- 10.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in

this AGREEMENT without prior written approval of the non-assigning party.

11.0 <u>TERMINATION</u>. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

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

13.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Fountain Valley School District

10055 Slater Avenue

Fountain Valley, California 92708

Attn: _

1 2	SUPERINTENDENT: Orange County Superintendent of Schools 200 Kalmus Drive
3	P. O. Box 9050 Costa Mesa, California 92628-9050 Attn: Patricia McCaughey
4	
5	14.0 <u>SEVERABILITY</u> . If any term, condition or provision of this
6	AGREEMENT is held by a court of competent jurisdiction to be
7	invalid, void, or unenforceable, the remaining provisions will
	nevertheless continue in full force and effect and shall not be
8	affected, impaired or invalidated in any way.
9	15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
10	shall be governed by the laws of the State of California, with venue
11	in Orange County, California.
12	IN WITNESS WHEREOF, the Parties hereto have caused this
13	AGREEMENT to be executed.
14	DISTRICT: FOUNTAIN VALLEY SCHOOL ORANGE COUNTY SUPERINTENDENT
15	DISTRICT OF SCHOOLS
16	BY: BY: Authorized Signature BY: Authorized Signature
17	PRINTED NAME: PRINTED NAME: Patricia McCaughey
18	TITLE: Administrator
19	DATE: DATE: January 9, 2018
20	DATE: DATE: Danuary 9, 2018
21	
22	
	FVSD-Internet Access(45362) 2018-2019 ZIP6
23	

24,

FOUNTAIN VALLEY SCHOOL DISTRICT Personnel Division

MEMORANDUM

TO: Dr. Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: Receipt of California School Employees Association and its Chapter

#358 Initial Proposal for 2017-2018

DATE: February 5, 2018

Background

Government Code, Public Notice, Section 3547 requires that copies of the initial contract proposal of the exclusive representative be presented at a public meeting and thereafter shall be public record. An initial proposal from California School Employees Association and its Chapter 358, has been received. In compliance with this requirement, the California School Employees Association and its Chapter 358, presents the attached subjects for collective bargaining.

Recommendation

It is recommended that the Board of Trustees receives the 2017 – 2018 initial contract proposals of the California School Employees Association and its Chapter 358.

Reference: Government Code Section 3547 – Collective Bargaining

Attachment

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FOUNTAIN VALLEY CHAPTER #358 INITIAL PROPOSAL FOR SUCCESSOR NEGOTIATIONS TO THE FOUNTAIN VALLEY SCHOOL DISTRICT

JANUARY 18, 2018

ARTICLE 8: TERMS AND CONDITIONS OF EMPLOYMENT

CSEA has an interest in improving our health and welfare benefits, including increasing the District contribution to benefits (8.1).

CSEA has an interest in restoring portions of Parental Leave language (8.2.13).

ARTICLE 9: SALARY

CSEA has an interest in obtaining a salary increase (9.1).

ARTICLE 10: HOURS

CSEA has an interest in increasing the hours of Health Aides and Kindergarten Aides (10.3).

ARTICLE 18: TERM OF THE AGREEMENT

CSEA has an interest in a three-year agreement.

NEW: TRAINING

CSEA has an interest in District provided CPR training.

CSEA has an interest in developing and implementing a classified staff development plan.

CSEA has an interest in Applied Behavioral Analysis training for Instructional Aides in the Special Education arena.

CSEA has an interest in establishing a protocol for employees to attend District paid job related conferences and workshops.

CSEA reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

FOUNTAIN VALLEY SCHOOL DISTRICT Personnel Division

MEMORANDUM

TO: Dr. Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: Presentation of Fountain Valley School District's

2017-2018 Proposal to California School Employees Association

and its Chapter #358

DATE: February 5, 2018

Background

Article 8 of Government Code, Public Notice, Section 3547 (a) states that "all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer and thereafter shall be public record." In compliance with this requirement, the Fountain Valley School District sets forth the following proposed issues for the purpose of negotiating a successor agreement of the current contract with the California School Employee Association and its Chapter #358:

Article 6	Association Rights
Article 8	Terms and Conditions of Employment
Article 9	Salaries
Article 10	Hours

In addition to the above, CSEA and its Chapter #358 also has interest in negotiating any additional issues that may arise during, or as a result of, the negotiations process.

Recommendation

It is recommended that the Board of Trustees approves the 2017-2018 initial contract proposals of the Fountain Valley School District to California School Employees Association and its Chapter #358.

Reference: Government Code Article 8, Public Notice, Section 3547 (a)



Fountain Valley School District Information Technology

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent, Business Services

Parham Sadegh, IT Supervisor

SUBJECT: 2018-2019 NETWORK SUPPORT SERVICES AGREEMENT

#45363 WITH THE ORANGE COUNTY DEPARTMENT OF

EDUCATION IN THE AMOUNT OF \$2,350

DATE: February 9, 2018

2112.

Background:

The Orange County Department of Education (OCDE) provides Internet Access to The Fountain Valley School District through a dedicated fiber optic circuit. OCDE charges \$2,350 per year to provide network management and monitoring services for this circuit. The monitoring services include access to a web-based dashboard, outage notification and technical support.

Fiscal Impact:

OCDE is increasing data circuit network management services cost from \$2,000 to \$2,350 annually. The IT department's 2018-2019 budget will be used to cover the cost of the service.

Recommendation:

It is recommended that the Board of Trustees approves 2018-2019 Network Support Services Agreement # 45363 with the Orange County Department of Education (OCDE) in the amount of \$2,350.

2018-2019 NETWORK SUPPORT SERVICES AGREEMENT FOUNTAIN VALLEY SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st day of July, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

- 1.0 <u>BASIS OF AGREEMENT.</u> Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.
- 2.0 <u>NETWORK SUPPORT.</u> SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications services shall include access to the following:
 - 1. Payroll Services
 - Financial (Separate contract required)
 - 3. Human Resources (Separate contract required)
 - 4. Time and Attendance (Separate contract required)
 - 5. Imaging (Separate contract required)

6. Data Center Site Services (Separate contract required)

7. Workflow (i.e. Pan, etc.) (Separate contract required)

3.0 <u>TERM.</u> This AGREEMENT shall be in full force and effect for the period commencing July 1, 2018, and ending on June 30, 2019, subject to termination as set forth in this AGREEMENT.

4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 2.0 of this AGREEMENT a total amount not to exceed Two thousand three hundred fifty dollars (\$2,350.00). The charges are based on the actual expenses incurred by SUPERINTENDENT in supporting the connectivity between DISTRICT and SUPERINTENDENT through the telephone companies, Internet service providers, and vendors providing equipment, lines and services. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice from the SUPERINTENDENT. Charges per year shall be as follows:

7.1.FW#	COST	DESCRIPTION OF SERVICE/SUPPORT
	ANNUAL FEES	
1.	\$ 2,350.00	Annual data circuit network management
2.	\$ 0.00	Email archiving/storage per terabyte

3. \$\frac{\\$0.00}{\}\$ Email archiving/administration per terabyte **TOTAL FEES:** \$ 2,350.00

5.0 <u>TECHNICAL SUPPORT</u>. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between the DISTRICT and SUPERINTENDENT, provided however, that the

availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 7:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

- 6.0 <u>TRAINING</u>. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make optimum use of the network services Monday through Friday from 7:00 A.M. 5:00 P.M. excluding SUPERINTENDENT'S holidays.
- INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times 7.0 shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall construed as creating the relationship of employer and employee, or between SUPERINTENDENT and DISTRICT. principal and agent, SUPERINTENDENT assumes the responsibility for the acts of employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in DISTRICT'S any manner to be employees.

1111

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

- A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.
- B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.
- 9.0 <u>NON-DISCRIMINATION</u>. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 10.0 <u>APPLICABLE LAW</u>. The services completed herein must meet the approval of the DISTRICT's general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

- 11.0 <u>ASSIGNMENT</u>. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.
- 12.0 <u>TERMINATION</u>. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.
- 13.0 <u>TOBACCO USE POLICY</u>. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.
- 14.0 <u>NOTICES</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Fountain Valley School District

10055 Slater Avenue

Fountain Valley, California 92708

Attn:

SUPERINTENDENT: Orange County Superintendent of Schools

200 Kalmus Drive P.O. Box 9050

Costa Mesa, California 92628-9050

Attn: Patricia McCaughey

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

- 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.
- 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

///

1///

22

23

24 | | ///

25 H

1	IN WITNESS WHEREOF, the	Parties hereto have caused this
2	AGREEMENT to be executed.	
3	DISTRICT BY:	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS BY:
5	Authorized Signature	Authorized Signature
6	PRINT NAME:	PRINT NAME: Patricia McCaughey
7	TITLE:	TITLE: Administrator
8	DATE:	DATE: January 9, 2018
9		
10	FVSD-Network Support Services Agreement Zip6	(45363) 2018-2019
	Zipo	
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		



Fountain Valley School District Information Technology

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent, Business Services

Parham Sadegh, IT Supervisor

SUBJECT: ACCEPT AND AWARD RFP 12 TO CROWN CASTLE

CORPORATION FOR \$ 18,000 PER MONTH TO PROVIDE 10 GB

LIT FIBER CONNECTIVITY BETWEEN THE DISTRICT OFFICE, SCHOOL SITES, THE MAINTENANCE YARD AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION

DATE: February 9, 2018

Background:

The District issued a Request for Proposal (RFP) to solicit proposals from qualified contractors, to provide 10 GB lit fiber connectivity between the District Office, school sites, the maintenance yard and the Orange County Department of Education, This service qualifies for Category One E-Rate, which will offset the cost to the District.

The District received two proposals from qualified contractors. All proposals were reviewed by the District team, and the final selection was awarded to the proposal which resulted in the best value. The determination of best value was based on the objective criteria of price, ability to deliver services within desired timeframe, understanding of needs, and past successful E-Rate experience.

Fiscal Impact:

The monthly fee of \$18,000 will be partially funded through E-Rate 1.0, as well as 2018-2019 IT budget.

Recommendation:

It is recommended that the Board of Trustees accepts and rewards RFP #12 to Crown Castle Corporation for \$18,000 a month to provide lit fiber connectivity between the District Office, school sites, the maintenance yard and the Orange County Department of Education.

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("Agreement"), dated as of February 6, 2018, between Sunesys, LLC ("Company") and the customer identified below ("Licensee"), sets forth the terms and conditions under which Company, and one or more of its "Affiliates" (as defined below), may issue licenses to Licensee to use (1) Company's SunE™ switched Ethernet, SunEP™ managed private Ethernet, and SunWave™ private wavelength (collectively, "Lit Fiber"); (2) Company's SunColo™ collocation space ("Collocation"); (3) Company's SunDF™ dark fiber ("Dark Fiber"), and/or (4) Company's SunIP™ Internet access ("Internet Access"), each as more fully described in the applicable Facility Guide. Lit Fiber, Collocation, Dark Fiber and Internet Access are sometimes individually referred to below as a "Facility" and collectively as the "Facilities." The Facility Guides attached to this Agreement only apply to the extent that Licensee has entered into a License to use the Facilities offered by Company are not made a part of this Agreement as of the Effective Date, they may be added by amendment, when and if the Licensee elects to license one of those Facilities. Company and Licensee may be referred to as the "Parties" or individually as a "Party." "Affiliate" means, with respect to a Party to this Agreement or a License, any person or entity which directly or indirectly controls, is controlled by or is under common control with the referenced Party.

This Agreement consists of this cover page ("<u>Cover Page</u>"), the General Terms and Conditions attached hereto ("<u>Terms and Conditions</u>"), any written amendments executed by the Parties ("<u>Amendments</u>"), the Facility Guides attached hereto or subsequently added by way of an Amendment (each a "<u>Facility Guide</u>") and any and all licenses (each a "<u>License</u>") executed by the Parties. This Agreement is effective the date it is countersigned by Company as indicated below (the "<u>Effective Date</u>").

Licensee: Fountain Valley School District 10055 Slate Avenue Fountain Valley, CA 92708

Authorized Contact: Christine Fullerton
Telephone: (714) 843-3251
Email: FullertonC@fvsd.us

Licensee's use of Facilities is also subject to Company's Acceptable Use Policy, Company's Privacy Policy and such other policies (collectively the "<u>Policies</u>") posted at Company's website located at http://sunesys.com. Facilities may not be transferred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(v. 12-20-17)

Sunesys Internal Use: Prepared by: Leeanne Carnali Prepared on: February 6, 2018 THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUNESYS, LLC	FOUNTAIN VALLEY SCHOOL DISTRICT
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Effective Date	Date
shlo Attachmenter	

Applicable Attachments:

Attachment 1: General Terms and Conditions
Attachment 2: Lit Fiber Facility Guide

Attachment 3: License Form

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C. -Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin

Fibernet Direct Florida LLC. -Florida , Georgia

Fibernet Direct Texas LLC. -Louisiana, Oklahoma, Texas Access Fiber Group, Inc. -Alabama, Missouri, Tennessee

Wilshire Connection, LLC -Californ

Lightower Fiber Networks II, LLC -Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland,

Massachusetts, New Hampshire, New Jersey, New York, North Carolina,

Pennsylvania, Rhode Island, Vermont, Virginia

ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT.

- 1.1 <u>General</u>. In accordance with the terms and conditions of this Agreement, Company shall provide the use of certain Facilities to Licensee as specified in one or more Licenses executed and delivered by the Parties.
- Agreement Term. The initial term of this Agreement ("Initial Term") shall begin as of the Effective Date and shall continue in effect for three (3) years, unless earlier terminated in accordance with this Agreement. After the expiration of the Initial Term, this Agreement shall be automatically renewed for additional one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party gives the other notice of intention not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term or Renewal Term then in effect. The terms and conditions of this Agreement shall continue to apply to each License executed and delivered hereunder, notwithstanding the earlier termination or expiration of this Agreement, until the expiration or earlier termination of the last License Term (as defined in Section 2.4 below).

2. LICENSE PROCESS.

License Contents. Licenses shall identify at 2.1 a minimum: (a) the Facility(s) Licensee will use; (b) the Initial License Term (as defined in Section 2.4 below); (c) a requested target delivery date; and (d) applicable non-recurring and recurring charges (together with any other taxes, fees, costs, charges, reimbursements and expenses expressly contemplated in this Agreement, collectively, "Charges") for each Facility. Licenses shall be memorialized using the License form attached hereto or such other form approved by Company from time to time. Unless otherwise provided in a License, Company may choose the equipment or facilities constituting the Facilities and may substitute, change or rearrange any such equipment or facilities at any time or from time to time as long as the Facility quality or type of Facility is not materially impaired or changed.

- 2.2 <u>Grant of License</u>. Company grants to Licensee and Licensee accepts from Company a license to use each Facility that is the subject of a fully executed License solely on the terms and conditions of this Agreement, including each applicable License. A License shall become binding on the Parties when it is signed and delivered by both Parties. When a License becomes effective it shall be deemed part of, and shall be subject to, this Agreement. Nothing in this Agreement shall be construed to obligate either Party to execute any Licenses.
- 2.3 Commencement Date. Except as otherwise agreed to in the applicable License, Charges shall begin to accrue on the "Commencement Date" as determined consistent with Section 6.1 No failure of performance or delay attributable to Licensee or Licensee's employees, agents, or contractors (collectively, "Representatives"), or any failure, incompatibility, or unavailability of Licensee's equipment, facilities, or systems not provided by Company, shall delay the Commencement Date or otherwise excuse Licensee from making payment for a Facility at such time as Company would be ready to provide the Facility, regardless of whether Licensee is ready to use the Facility. Company shall not incur liability of any kind for delays or inability to install a Facility based on acts or omissions of Licensee, its Representatives or end users.

2.4 License Term.

The initial term for which Licensee shall pay (a) for and Company shall provide each Facility shall be as indicated in the applicable License ("Initial License Term"). The Initial License Term shall commence on the Commencement Date for the applicable Facility (or if more than one Facility is the subject of a License, and the License does not indicate that Facilities have separate License Terms, upon the last Commencement Date for any Facility). Except as otherwise stated in this Agreement (including any applicable Facility Guide or License), upon the expiration of the Initial License Term for any particular Facility, the Initial License Term for each Facility shall automatically renew for additional periods equal in length to the Initial License Term

- (each a "Renewal License Term"), unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility. The Initial License Term, together with any Renewal License Terms, shall be referred to collectively as the "License Term."
- (b) Upon the expiration or earlier termination of the License Term, Licensee shall cease using the applicable Facility, all of Licensee's rights in the applicable Facility shall automatically terminate and revert to Company, and neither Licensee nor Company shall have any further obligations relating to that Facility except for any unpaid charges or defaults not cured prior to the expiration or earlier termination of the applicable License Term, and other obligations that expressly survive expiration or other termination of this Agreement or the applicable License.
- Affiliate Licenses. Company's Affiliates 2.5 shall be permitted to execute Licenses hereunder. In that case such Company Affiliate executing the License shall be bound by the terms and conditions of this Agreement as if such Affiliate were a signatory hereto for each Facility described in such License and all references to "Company," "Party" or "Parties" shall be deemed to refer to such Affiliate reasonably appropriate circumstances. In such event, the Company Affiliate executing the License shall be solely responsible for all rights and obligations arising hereunder and thereunder and neither Sunesys, LLC nor any other Company Affiliate shall have any liability whatsoever in connection with any such Company Affiliate License(s).
- 2.6 <u>Other Users</u>. Nothing in this Agreement shall preclude Company or any Company Affiliate from using Company's systems or fiber network (collectively, "<u>System</u>") or Company's other equipment or facilities to provide Facilities to third parties (including through the license of Facilities to other licensees).

3. LICENSEE RESPONSIBILITIES.

- 3.1 <u>Use of Facilities by Licensee</u>. Licensee shall not, nor permit others to, use any Facility for any unlawful purpose or in any unlawful manner and all use of Facilities by and through Licensee will at all times comply with all applicable laws, regulations, Policies, and Company's written and electronic instructions for use.
- 3.2 <u>Licensee Equipment</u>. Licensee shall, at its own expense, procure and configure any Licensee equipment necessary to implement or use the Facilities, unless otherwise set forth in the applicable License. Licensee shall ensure that all such Licensee equipment complies with Company's specifications for use of Facilities, and do not interfere with or impair the System or any equipment or facilities of Company or of other licensees. Company reserves the right, at its option and without penalty of any kind, to suspend Licensee's use of any Facilities if any Licensee equipment or facilities do not comply with the foregoing provisions.

3.3 Licensee Facilities.

- (a) Licensee shall furnish or arrange to have furnished to Company, at no charge to Company, such environment, space, and/or electrical power within Licensee's premises as required by Company to install, operate, maintain, repair, replace, and remove any Facility under this Agreement. If Company has reasonably incurred any costs or expenses in installing or preparing to install any Facility that it otherwise would not have incurred, Licensee shall be responsible for all associated reasonable costs and expenses. Licensee shall ensure that Company has such access to Licensee's premises as necessary for Company to perform its obligations under this Agreement.
- (b) As between Company and Licensee, the System and all equipment and facilities provided by Company shall be and remain Company's property at all times. Licensee shall not tamper with, remove or conceal identifying plates, tags, or labels on the System or any such Company equipment and facilities showing the ownership interest of Company. Licensee shall take no action that directly

or indirectly impairs Company's title to, or that imposes any claim, lien, or encumbrance on, the System or Company's equipment or facilities. Company may remove Company's equipment and facilities from Licensee's premises upon expiration or earlier termination of the applicable License Term.

- (c) Licensee shall reimburse Company for any damage to Company's equipment or facilities caused by: (i) the acts or omissions of Licensee, its Representatives or end users; (ii) malfunction of any equipment or facilities not provided by Company and used by Licensee or Licensee's Representatives or end users in connection with any Facility; or (iii) fire, theft or other casualty on the premises of Licensee.
- (d) Except as the context otherwise requires, any references to Company's "facilities" or "equipment" in this Agreement shall include, but not be limited to, any facilities, equipment, and other assets (including fiber or any other portion of the System) constituting the Facility licensed hereunder.
- (e) Licensee shall at its sole cost and expense promptly remediate any release of a Hazardous Substance resulting from Licensee's activities or operations. "Hazardous Substances" shall include any pollutant, toxic substance, element, compound, chemical, waste, or other material (including but not limited to petroleum hydrocarbons, asbestos, lead paint, and radon gas) that is regulated by any federal, state, or local statute, ordinance, order, or action, or that presents a risk to human health or the environment.
- 3.4 <u>Licensee Authorizations for Use of Facilities.</u> Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, permits, franchises and other approvals that may be required by any property owner or licensor, or any federal, state, local or tribal law, statue, regulation or ordinance, as the same may now or in the future be applicable to Licensee's use of the Facilities as provided in this Agreement.
- 3.5 <u>No Unauthorized Access to Company Property</u>. Licensee shall not, nor permit others to, rearrange, disconnect, remove, attempt to maintain, repair or otherwise touch or access any part of the

System or any Company equipment or facilities, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Any access granted by Company shall be upon the terms and conditions specified by Company including requiring that a Company employee or contractor be present at Licensee's expense. Licensee will indemnify, defend and hold the Company and its Affiliates harmless from any penalties associated with, or damages caused by, any such authorized or unauthorized access to the System, or any Company equipment or facilities.

4. REQUIRED RIGHTS; MAINTENANCE.

- 4.1 Required Rights. At Company's sole cost and expense, Company will use commercially reasonable efforts to obtain and maintain in full force and effect during the applicable License Term all authorizations, applicable leases. easements, rights-of-way, franchises, approvals, permits and other governmental and private property rights necessary for Company to lawfully construct, install, maintain and repair the Company's equipment, facilities and System that support Facilities licensed to Licensee (collectively, the "Required Rights"). Each License and associated license granted to Licensee is subject to all Required Rights terms, conditions, limitations, restrictions and reservations, and Licensee shall not engage in any activity that impairs or adversely affects any Required Rights.
- 4.2. Loss of Required Rights. If Company fails to obtain or cause to remain effective throughout the applicable License Term all Required Rights for the Facility, and such failure actually and materially interrupts Licensee's use of a Facility, either Party may terminate the affected Facility upon written notice. In the event of such termination, any Charges for that Facility shall abate from the effective date of termination and any previously paid recurring Charges attributable for any period beyond such date shall be returned to Licensee. So long as Company used commercially reasonable Company's failure to obtain or cause to remain effective Required Rights does not constitute a breach of this Agreement or any License.

- 4.3 Maintenance. Company shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by Company, and Company shall use commercially reasonable efforts to maintain such facilities and equipment in accordance with Company's standard practices (which shall not deviate in any material respect from standard industry practices). maintenance is included in the Charges set forth in the applicable License, except to the extent that the need for the maintenance or repair was caused by the acts or omissions of Licensee or its Representatives in which case Licensee shall reimburse Company's costs and expenses incurred in performing the same.
- **5. REGULATORY CHANGES.** The Parties agree that in the event of any decision after the Effective Date by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions of this Agreement or Company's ability to provide Facilities on the terms of this Agreement or the applicable License, Company may, by providing written notice to the Licensee, require that the affected provisions of this Agreement or the applicable License be renegotiated in good faith. If the Parties cannot reach resolution on new Agreement terms, Company may, in its sole discretion, terminate without penalty the affected Facilities, in whole or in part, upon written notice to Licensee.

6. PAYMENT TERMS.

6.1 <u>Charges</u>.

(a) Recurring Charges. Except as otherwise agreed to in the applicable License, the "Acceptance Date" shall be as determined under the applicable Facility Guide. Monthly recurring Charges for a Facility are due beginning on the first day of the month following the month in which the Acceptance Date occurs, and on the first day of each subsequent month thereafter (the date that monthly recurring Charges first become due as just provided, the "Commencement Date").

- (b) Non-Recurring Charges. Non-recurring Charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) are due in full as of the Commencement Date, or as otherwise provided in the License.
- (c) Certain Payment Terms. Licensee agrees to pay all undisputed Charges on or before the date that is thirty (30) calendar days after receipt of invoice ("Due Date"). If payment is not received by Company on, or disputed in good faith by Licensee by, the next business day after the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half percent (1½%) per month, or the highest rate permissible at law, until paid. The amounts due to Company hereunder are due and payable without set off. Partial payment of any bill will be applied to the Licensee's outstanding Charges and accrued interest as determined by Company. No acceptance of partial payment by Company shall constitute a waiver of any rights to collect the full balance owed under this Agreement.
- 6.2 Pricing Adjustments after Initial Term. Unless a License expressly contemplates one or more Renewal License Terms and associated recurring Charges that would apply during any such renewal(s), effective at any time after the end of the Initial License Term for any Facility and from time to time thereafter, Company may modify the recurring Charges for such Facilities on thirty (30) days prior written notice to Licensee. Licensee will have thirty (30) days from receipt of such notice to cancel the applicable Facility without further liability. Should Licensee fail to cancel within this timeframe, Licensee will be deemed to have accepted the modified Facility pricing.
- 6.3 <u>Taxes and Surcharges</u>. Any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, state and federal universal service fund surcharges, TRS fund surcharges or other tax-related surcharges, chargeable to or against Company because of

Facilities provided to Licensee, including any charges mandated or imposed on Company by regulatory agencies or others shall be charged to and payable by Licensee in addition to the Charges; provided, however, if Licensee believes it is exempt from any of the foregoing, Licensee will provide Company with an exemption certificate acceptable to Company evidencing such claimed exemption with or prior to Licensee's submission of its initial License and thereafter within thirty (30) days of the Licensee's exemption filing made with the appropriate federal or other regulatory agency. Exemption certificates will not be applied retroactively to Charges billed prior to the date the exemption certificate is received by Company and Company will not refund any payments for taxes and other surcharges made to Company even if Licensee was eligible for an exemption from those taxes or surcharges. Licensee shall indemnify, defend and hold harmless Company against any Liabilities (as defined in Section 9 below) suffered by Company arising out of any exemption claimed by Licensee, including, without limitation, any attachments, fines or penalties.

- 6.4 <u>Third Party Services</u>. Unless otherwise set forth in a Facility Guide or a License, Licensee is solely responsible for coordination of and payment for all applications, equipment, products and services of whatever nature received by Licensee from a third party ("<u>Third Party Services</u>").
- 6.5 Extraordinary Charges. Company may invoice and Licensee shall be responsible for paying any fees, costs, charges and expenses reasonably incurred by Company beyond those normally associated with the Facilities that are the direct result of: (a) receipt of inaccurate information from Licensee; (b) reinstallation charges following any suspension of Licensee's use of a Facility for cause by Company; or (c) Licensee's request for Company's on-site assistance with respect to Licensee equipment problems or outages if Company determines that the problem or outage was not a result of Company's System, equipment or facilities

6.6 <u>Disputed Bills</u>. If Licensee disputes in good faith any portion of an invoice, Licensee shall pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Licensee's claim, to Company for the disputed amount of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any billing dispute. In the event that such dispute cannot be resolved, the Parties agree to comply with the Dispute resolution procedures set forth in Section 12 below

7. DEFAULT AND REMEDIES.

7.1 Event of Default. The following shall constitute events of default ("**Default**") under this Agreement:

(a) <u>By Licensee</u>.

- (i) Licensee's failure to pay any invoice or other amount due within ten (10) days after Licensee's receipt of notice that a payment is past due (provided, however, that Licensee shall only have the right to cure such late payment one (1) time in any twelve (12) month period); and
- (ii) Licensee's breach of any material term of this Agreement or a Policy (other than payment terms) where such breach remains uncured for more than thirty (30) days from the date of Licensee's receipt of notice thereof, provided, however, if such breach is not capable of cure within such thirty (30) day period, if Licensee fails to commence to cure such breach or thereafter diligently pursue completion of such cure; or
- (b) By Company. Company's breach of any material term of this Agreement where such breach remains uncured for more than thirty (30) days from the date of Company's receipt of notice thereof provided, however, if such breach is not capable of cure within such thirty (30) day period, if Company fails to commence to cure such breach or thereafter diligently pursue completion of such cure.

7.2 Remedies on Default.

- (a) Company's Remedies. Upon any Default by Licensee, Company may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend or terminate Licensee's use of Facilities (either completely or only with respect to any affected License) and recover reconnection fees and other costs if applicable; (ii) apply or enforce any deposit/payment assurance and/or enforce any security interest provided by Licensee; and/or (iii) pursue any other remedies available at law or in equity not limited by the express terms of this Agreement.
- (b) <u>Licensee's Remedies</u>. Upon any Default by Company, unless the Agreement stipulates a remedy as being the sole remedy available to Licensee for the Default in question, Licensee may terminate the affected Facility without further liability to Company.

8. WARRANTIES; LIMITATIONS OF LIABILITY.

8.1 of Warranties. THE Exclusion WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO THIS AGREEMENT AND FACILITIES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, **EXPRESS** OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, **FITNESS** FOR PARTICULAR **PURPOSE FOR** OR Α **AND PARTICULAR** USE NON-INFRINGEMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICES. Without limiting the generality of the foregoing, and except as expressly otherwise stated in this Agreement, Company does not warrant that the Facilities licensed to Licensee hereunder will be uninterrupted, error-free, or free of latency or delay, that the Facilities will meet

Licensee's requirements, or that the Facilities will prevent unauthorized access by third parties. All Facilities are licensed "as is" and "with all faults" unless otherwise specified in writing.

- Limitations of Liability. Notwithstanding any contrary provision herein, Company's total aggregate liability arising out of any License, including, without limitation, any delays in installation, commencement, or restoration of Licensee's use of a Facility, accidents, omissions, outages or interruptions or errors or defects in transmission shall not exceed three months' monthly recurring Charges for the affected Facility under the applicable License from which the liability arises. Without limiting the generality of the foregoing, Company shall have no obligation to provide alternative routing with respect to any Facility provided pursuant to this Agreement. In no event shall Company be liable in any way to any of Licensee's customers or end users.
- No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY OUTAGES OR INCORRECT OR DEFECTIVE TRANSMISSIONS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR **PUNITIVE DAMAGES** (INCLUDING, WITHOUT LIMITATION, LOSS REVENUES. PROFITS. **BUSINESS** INTERRUPTIONS OR **BUSINESS** OPPORTUNITIES OR GOODWILL) RELATING TO OR ARISING FROM LICENSEE'S USE OF FACILITIES UNDER THIS AGREEMENT, OR RELATING **OTHERWISE** TO PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED. DAMAGES PAID BY LICENSEE TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE

TERMINATION OF THIS AGREEMENT. In no event shall Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software or loss thereof; (ii) any act or omission of Licensee, its Representatives, end users or third parties; (iii) interoperability, interaction or interconnection of the Facilities with Third Party Services; or (iv) loss or destruction of any Licensee hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Licensee acknowledges that it has been advised to back up all data, files and software prior to the Commencement Date of each Facility and at regular intervals thereafter

9. INDEMNIFICATION.

- (a) Subject to the terms, conditions and limitations of this Agreement, Company agrees to defend, hold harmless, and indemnify Licensee, its Affiliates, and their respective employees, directors, officers and agents ("Licensee Indemnitees") from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, fines and penalties imposed by governmental entities (collectively, "Liabilities") suffered by any third party and proximately caused by the negligence or willful misconduct of Company, or of Company's directors, officers, employees, contractors, or agents.
- (b) Subject to the terms, conditions and limitations of this Agreement, Licensee agrees to defend, hold harmless, and indemnify Company, its Affiliates, and their respective employees, directors, officers and agents ("Company Indemnitees") from and against all Liabilities suffered by any third party and proximately caused by the negligence or willful misconduct of Licensee, or of Licensee's directors, officers, employees, contractors, or agents.
- (c) Notwithstanding the foregoing, a Party's obligation to indemnify the other Party and the other Party's Indemnitees shall be reduced to the extent, and in the proportion, that any such Liabilities have been proximately caused by the negligence or willful

misconduct of the other Party or the other Party's Indemnitees.

10. **INSURANCE.**

- 10.1 <u>General Insurance</u>. During the Term of this Agreement (including the duration of any License in effect after expiration or termination of the Term), both Parties shall, at their own expense, provide and keep in full force and effect the following liability insurance policies (purchased from and maintained with companies rated AX or better by Best's Key Rating Guide), and each Party shall name the other Party as an additional insured on the commercial general liability and automobile liability policies:
- (a) Commercial general liability insurance including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed operations, (iv) personal and advertising injury, (v) contractual liability covering the indemnification obligations of this Agreement, and (vi) explosion, collapse, and underground hazards, in each case with combined single limit of at least \$5,000,000.00 each occurrence or its equivalent (which may be met by a combination of primary and excess or umbrella policies);
- (b) Worker's compensation insurance in amounts required by applicable laws and employer's liability insurance with a limit of at least \$1,000,000.00 each accident; and
- (c) Automobile liability insurance, including coverage for owned/leased, non-owned or hired automobiles with combined single limit of at least \$1,000,000.00 for each accident.
- 10.2 <u>Insurance Cancellation</u>. All such policies will contain a provision that the insurance carrier will provide at least 30 days' prior written notice of cancellation, except for non-payment of premium, to the other Party, and all such policies will be verified with an insurance certificate furnished promptly after the Effective Date. These insurance obligations will not relieve a Party of any of its obligations under this Agreement.

103 Waiver of Subrogation. Except as provided in Sections 3.3(c), 3.5 and 4.3 above, each Party waives all other recovery rights against the other Party and against the other Party's officers, directors, stockholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, in each case for any loss arising from any cause covered or that could be covered by fire, extended coverage, "all risks," or other insurance required under this Agreement, whether existing now or in the future, irrespective of whether such insurance was required under this Agreement. Each Party will obtain, from the insurance companies providing the coverage required by this Agreement, a waiver of subrogation against the other Party consistent with this subsection.

11. **CONFIDENTIALITY.**

- 11.1 Pre-Existing Agreement Controls. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's Confidential Information (as defined in Section 11.3 below) in accordance with this section.
- Limitations on Disclosure and Use. All Confidential Information disclosed by a Party (the "Disclosing Party") shall be kept by the receiving Party (the "Receiving Party") in strict confidence and shall not be disclosed to any third party or used for any purpose other than as expressly contemplated in this Agreement without the Disclosing Party's prior express written consent which may be withheld in the Disclosing Party's discretion. Notwithstanding the foregoing, such information may be disclosed (a) to the Receiving Party's attorneys, auditors, bankers and similar advisors (collectively, "Advisors") and Representatives who have a need to know for the purpose of performing under this Agreement (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its Advisors and Representatives to assure against unauthorized use or disclosure); or (b) as otherwise

authorized by this Agreement. The Receiving Party agrees to treat the Disclosing Party's Confidential Information in the same manner as the Receiving Party treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

- 11.3 Definition. "Confidential Information" means all information regarding the Disclosing Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the Receiving Party to be proprietary or confidential information under the circumstances. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, even if not marked, this Agreement, all Licenses, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, and network operation information (including without limitation information about outages and planned maintenance).
- Exceptions. Notwithstanding the foregoing, 11.4 Receiving Party's confidentiality obligations hereunder shall not apply to information disclosed to it by the Disclosing Party that: (a) is already known to the Receiving Party without a pre-existing restriction as to disclosure and use; (b) is or becomes publicly available without the Disclosing Party's fault; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure and use; (d) is approved for release by the prior written authorization of a duly authorized representative of the Disclosing Party; (e) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (f) is required to be disclosed by law or regulation in which case the Receiving Party shall provide as much advance notice to the Disclosing Party, unless prohibited by law, as is practical under the circumstances to allow the Disclosing Party an opportunity to take appropriate steps to protect the Confidential Information

- 11.5 <u>Remedies</u>. Each Party acknowledges that breach of this Section 11 would cause irreparable harm and damage to the other Party. Accordingly, each Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 11, including, but not limited to, injunctive relief.
- 11.6 <u>Survival of Confidentiality Obligations</u>. The obligations of confidentiality and limitation of use described in this Section 11 shall survive the expiration and termination of this Agreement for a period of two (2) years (or such longer period as may be required by law in the case of trade secrets).
- 12. DISPUTE RESOLUTION. Except as otherwise provided herein, any dispute, controversy, or claim ("Dispute") arising out of or related to this Agreement shall be resolved in accordance with the procedures set forth in this Section. Upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to negotiate settlement of the Dispute, and the Parties shall attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days, either Party may pursue other remedies available at law or equity not limited by the express terms of this Agreement.

13. **NOTICE.**

- 13.1 <u>Notice Addresses</u>. Unless otherwise provided in this Agreement, and except for payments which shall be sent to the address indicated on Company's invoices, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:
- (a) If to Licensee, to Licensee's address indicated on the Cover Page.
- (b) If to Company:

Sunesys, LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317

Attn: General Counsel – SCN

with a copy to:

Sunesys, LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attn: SCN Contracts Management

13.2 Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, or by commercial overnight delivery service and shall be deemed served or delivered to the addressee when received or refused at the address` for notice specified above (or such other address as a Party might indicate by way of a notice delivered consistent with this Section 13) when hand delivered, two business days after deposit in the U.S. Mail, or on the next business day after being sent by overnight delivery service.

14. BUILDING ENTRY RIGHTS; RELOCATION.

Building Entry Rights. The Party indicated in a License shall be responsible for obtaining, at no cost to the other, rights to allow Company to: (a) enter buildings where the termination points for the fiber portion of the System will be located, (b) bring fiber from the public right of way into those buildings, and (c) use fiber conduits and risers within any such buildings (collectively, "Building Entry **Rights**"). To the extent that it is necessary to obtain Building Entry Rights, the Parties will assist each other in obtaining the Building Entry Rights and the Party responsible for obtaining such rights will reimburse the assisting Party for any costs which the non-responsible Party reasonably incurs in doing so. Where a License indicates that Company is responsible for obtaining Building Entry Rights, if the Parties elect to execute a License before Company has secured all Building Entry Rights, then any Commencement Date commitment shall be extended as reasonably necessary to reflect any delays in obtaining Building Entry Rights.

14.2 Relocation.

- (a) If Company is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any portion of a System that supports a Facility, Company will have the right to either proceed with such relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Company will keep Licensee fully informed of determinations made by Company in connection with any such relocation. Company shall endeavor to provide Licensee no less than sixty (60) days' prior written notice of any relocation, and in any event, as much advance notice as is commercially feasible under the circumstances.
- (b) For Lit Fiber Facilities, Company shall pay for the costs of any relocation required by this Section 14.2. For Dark Fiber Facilities, Company, Licensee and any other Company customers using the portion of the System being relocated pursuant to Section 14.2 shall pay their "Pro Rata Share" of the cost of such relocation that is not paid by the Relocating Authority. "Pro Rata Share" shall mean a fraction whose numerator is the total number of strands of fiber such person is using in the System portion being relocated, and whose denominator is the total number of strands of fiber included within the System portion being relocated. Notwithstanding the foregoing, if the relocation was the result of the negligent or willful acts or omissions of Licensee or Licensee's Representatives or end users, or at Licensee's request, then Licensee shall be solely responsible for the costs of relocation.
- (c) Notwithstanding the foregoing, if a relocation would result in the remaining portion of the System being unable to be restored or relocated to a condition suitable for Licensee's use of the applicable Facility, as determined in Company's reasonable discretion, Company shall have the right,

without penalty, to terminate the applicable License.

15. SMALL CELL USE RESTRICTION.

Facilities provided to Licensee hereunder shall not be used by Licensee, directly or indirectly, to support any Small Cells. For purposes of this Agreement, "Small Cells" means one or more discrete, multifrequency, scalable small cells that transmit and receive wireless communications signals on one or more licensed bands to improve voice and data service quality, coverage, and/or capacity. Company may suspend or terminate without penalty any or all Facilities immediately and/or terminate this Agreement if Licensee fails to comply with this provision.

16. MISCELLANEOUS PROVISIONS.

16.1 Force Majeure.

Except for the submission of payment when (a) due, neither Party shall be liable for any failure or delay of performance to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts (involving third parties unrelated to the Party invoking the terms of this Section), or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event").

- If any such Force Majeure Event occurs, the (b) Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance or non-performance, as the case may be, under this Agreement or the impacted License on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both Parties shall proceed as quickly as possible under the circumstances with the performance of their obligations under this Agreement or the impacted License whenever such causes are removed or cease
- 16.2 <u>Relationship of the Parties</u>. Each Party, in performing their respective obligations hereunder, is acting solely as an independent contractor and not as an agent, employee, partner, or joint venturer of the other Party.
- The singular includes the 16.3 Interpretation. plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Attachment or Exhibit mean a Section, Attachment or Exhibit contained in or attached to this Agreement (or to a License), all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any

- date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (a) including shall mean including, without limitation, (b) or shall mean and/or (unless indicated otherwise), and (c) discretion means within the applicable Party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.
- 16.4 <u>Insurance</u>. The provisions of Article 10 (Insurance) shall not be construed as limiting the Indemnifying Party's obligations pursuant to Article 9 (Indemnification) or other provisions of this Agreement.
- 16.5 <u>No Third-Party Rights</u>. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as provided in Section 2.5 above and under the indemnification provisions.
- 16.6 <u>Agreement Fully Negotiated</u>. This Agreement has been fully negotiated between and jointly drafted by the Parties.
- 16.7 Applicable Law. The domestic laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles, shall exclusively govern this Agreement and any and all Licenses, and they shall be construed in accordance with that law. Any suit brought by either Party against the other Party for claims arising out of this Agreement shall be brought exclusively in the federal or state courts of or closest to Allegheny County, Pennsylvania. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.
- 16.8 <u>Severability</u>. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable

while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

16.9 Assignment; Sublicensees.

- (a) Neither Party will assign or otherwise transfer this Agreement or any Licenses, or any of such Party's rights, obligations or liabilities under this Agreement or any Licenses, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. However, either Party may assign this Agreement or any License, and/or any of such Party's rights, obligations, or liabilities under this Agreement or any License, to an Affiliate or to an entity that succeeds to all or substantially all of such Party's business, equity, or assets, by sale or merger (a "Successor"), without the consent of, but on notice to, the other Party. Subject to the foregoing, the provisions of this Agreement and each License will inure to the benefit of, and be binding upon, the Parties' permitted successors and assigns. Any other attempt by either Party to assign or otherwise transfer this Agreement or any License or any rights, obligations, or liabilities under this Agreement or any License will be void. Notwithstanding the foregoing, Company shall have the right to freely delegate or subcontract its obligations and liabilities under this Agreement or any License, either in whole or in part, without notice, to any of its Affiliates.
- (b) Licensee agrees to defend, hold harmless, and indemnify the Company and the Company's Indemnitees from and against all Liabilities suffered by any of them proximately caused by the acts or omissions of Licensee's direct or indirect customers, sublicensees, sublessees or other transferees.
- 16.10 <u>Integration</u>. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements relating to its subject matter.
- 16.11 <u>Amendment and Waivers</u>. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties. The failure of either Party to enforce any of the provisions of this

- Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. A Party's obligations under this Agreement may only be waived in a writing signed by a duly authorized representative of the waiving Party.
- 16.12 <u>Counterparts</u>. This Agreement and Licenses may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 16.13 No Intellectual Property Licenses Granted. No license, under patents or otherwise, is granted by Company to Licensee or shall be implied or arise by estoppel in Licensee's favor with respect to any circuit, apparatus, system or method used by Company in connection with any Facility provided under this Agreement except as reasonably necessary for Licensee to use the Facilities as contemplated in this Agreement under then current Licenses.
- 16.14 <u>Publicity</u>. Neither Party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other Party or its Affiliates in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other Party's prior review and written consent, not to be unreasonably withheld.
- 16.15 <u>No Alteration</u>. No Facility Guide or License shall alter or amend the Parties' obligations under Sections 8, 9, or 10 of this Agreement and any provisions inconsistent with the foregoing shall to that extent be void.
- 16.16 <u>Survival</u>. The provisions of this Agreement which expressly or by their nature should survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16.17 REIT Status.

(a) Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity ("**REIT Owner**") that qualifies or intends to

qualify as a "real estate investment trust" ("**REIT**") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "**Code**"); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code.

(b) The Parties intend that this Agreement shall constitute a lease of the Facilities for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

16.18 Document Hierarchy.

In the event of any conflict or inconsistency among the various documents that make up this Agreement, document precedence will be as follows (from most controlling to least controlling):

- (a) Licenses;
- (b) Amendments;
- (c) the Cover Page;
- (d) the Terms and Conditions; and
- (e) the applicable Facility Guide.

[the remainder of this page intentionally left blank]

ATTACHMENT 2 LIT FIBER FACILITY GUIDE

This Lit Fiber Facility Guide is an attachment to the Agreement and is subject to and is an integral part of the Agreement. Capitalized terms set forth in this Lit Fiber Facility Guide shall have the same meaning as set forth in the Agreement unless otherwise stated herein.

1. Acceptance Date. Upon completion of construction or installation of a route, Company shall notify Licensee that the Lit Fiber has been provisioned and is available for Licensee's use (the "Lit Fiber Completion Notice"). If Licensee fails to notify Company of its acceptance or rejection of the Lit Fiber Completion Notice within ten (10) business days after Licensee's receipt of the Lit Fiber Completion Notice, Licensee shall be deemed to have accepted the Lit Fiber. However, if, during the ten day period following receipt of the Lit Fiber Completion Notice, Licensee notifies Company of a material deviation from Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709, Company shall repair the affected portion of the route to such specification and Company shall provide Licensee another Lit Fiber Completion Notice. The foregoing process shall continue in good faith until Licensee accepts or is deemed to have accepted the Lit Fiber. The date of Licensee's acceptance or deemed acceptance of the Lit Fiber shall be the "Acceptance Date."

2. Third Party Services Requested by Licensee.

- (a) Licensee is solely responsible for coordination of all Third Party Services. In such event, Company agrees to promptly provide Licensee with an appropriate letter of agency ("LOA") upon request. Licensee shall provide Company with all information reasonably deemed necessary by Company to enable Company to make the necessary cross-connection between the Third Party Service and Company's Lit Fiber or any telecommunications equipment or facilities of Licensee (or of its end users), including, without limitation, circuit facility assignment information and the design layout records ("DLR(s)"). Without limiting the foregoing, Licensee will provide Company with a DLR no later than five (5) business days prior to Company's scheduled acceptance test date.
- **(b)** If any Licensee-ordered Third Party Service is not ready as of the Commencement Date, Licensee shall nonetheless be obligated to pay applicable Charges for Lit Fiber as of the Commencement Date.
- **3.** <u>No Route Diversity or Path Protection</u>. Unless otherwise expressly provided in a License, the Lit Fiber is neither route diverse nor path protected.

4. Availability Target and Credits.

(a) <u>Availability Target</u>. The availability target for Lit Fiber is 99.99% when provisioned as protected and 99.5% when provisioned as unprotected. Lit Fiber is considered unavailable if a port is unable to send or receive traffic. An unavailability event becomes a "<u>Lit Fiber Outage</u>" when Licensee opens a trouble ticket with Company's NOC or when Company is notified or becomes aware of the unavailability of the Lit Fiber, whichever first occurs. A Lit Fiber Outage ends when the affected Lit Fiber has been made available and passed all required testing. Lit Fiber Outage notifications must be initiated by contacting Company's NOC by telephone at 1-800-286-6664.

(b) <u>Outage Credits</u>. Except as provided in this Subsection and in Section 5 below, Licensee shall be entitled to Lit Fiber Outage credits ("<u>Lit Fiber Outage Credits</u>") based on the cumulative length of the Lit Fiber Outage in a given calendar month as set forth in the tables below, provided Licensee submits a written request to claim a credit allowance within thirty (30) days after the incident:

(i) For Protected Lit Fiber:

Cumulative Length of Lit	Lit Fiber Outage
Fiber Outage	Credit
(in hrs:mins:secs)	(as a % of the monthly
	recurring Charge for
	the affected Lit Fiber)
00:00:01-00:04:22	No Credit
00:04:23 - 00:45:00	5%
00:45:01-04:00:00	10%
04:00:01 - 08:00:00	20%
08:00:01 -12:00:00	30%
12:00:01 -24:00:00	40%
24:00:01 or greater	50%

(ii) For Unprotected Lit Fiber:

Cumulative Length of Lit	Lit Fiber Outage
Fiber Outage	Credit
(in hrs:mins:secs)	(as a % of the monthly
	recurring Charge for
	the affected Lit Fiber)
00:00:01 - 03:40:00	No Credit
03:40:01 - 08:00:00	5%
08:00:01-12:00:00	10%
12:00:01 - 16:00:00	20%
16:00:01 -24:00:00	30%
24:00:01 -36:00:00	40%
36:00:01 or greater	50%

- (iii) Lit Fiber Outage Credits shall be calculated by multiplying the applicable percentage by the monthly recurring Charge applicable to the particular Lit Fiber circuit(s) experiencing the Lit Fiber Outage. In the event that the monthly recurring Charge is not broken down to the circuit level, Company shall determine in good faith and on a pro rata basis the portion of the monthly recurring Charge that is applicable to the Lit Fiber circuit experiencing the Lit Fiber Outage.
- (iv) Notwithstanding the foregoing or anything to the contrary in this Attachment or the Agreement, where a License indicates that the Lit Fiber is protected and consists of dual paths connecting the same beginning (A-LOC) and end (Z-LOC) points, no Lit Fiber Outage shall be deemed to have occurred and no Lit Fiber Outage Credits shall apply unless both paths are simultaneously unavailable.

5. <u>Limitations</u>

- (a) Events Excluded from Credit. No Lit Fiber Outage shall be deemed to occur and no Lit Fiber Outage Credits will be available to Licensee for any Lit Fiber Outage arising from or caused by any of the following events: (i) any acts or omissions of any entity other than Company, including, but not limited to, Licensee, Licensee's Representatives, end users, landlords, Third Party Service providers, or any municipalities, public utilities, power companies, incumbent local exchange carriers, cable companies or similar entities that own or control any infrastructure upon or within which any portion of the System is or would be installed; (ii) Licensee's noncompliance with this Agreement, the applicable License or any Policy; (iii) any routine maintenance; (iv) failure of any service, infrastructure or equipment provided by others (including, without limitation, any non-Company equipment or facilities used in connection with the affected Facility); (v) any period in which Company is not given full access to the System (or any portion thereof) or any of its equipment or facilities for the purpose of investigating and correcting an outage; (vi) any period in which Licensee continues to use the Facility on an impaired basis or releases the underlying Company System, equipment or facilities to Company for maintenance or installation purposes; (vii) outages that are not reported to the Company within thirty (30) days of the date the outage commenced; (viii) any Force Majeure Event(s); and (ix) during any suspension of Licensee's use of a Facility as expressly provided in the Agreement.
- (b) <u>Cap and Exclusivity of Remedies</u>. Notwithstanding the foregoing, the maximum credit allowance for all Lit Fiber Outages during any calendar month shall not exceed applicable monthly recurring Charges due Company from Licensee for the Lit Fiber circuit experiencing the Lit Fiber Outage during such calendar month. THE OUTAGE CREDITS REMEDY PROVIDED TO LICENSEE SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR LIT FIBER OUTAGES AND IS IN LIEU OF ALL OTHER REMEDIES FOR LIT FIBER OUTAGES, REGARDLESS OF WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

[the remainder of this page intentionally left blank]

ATTACHMENT 3 LIT FIBER LICENSE FORM

LICENSE No. 20___:

This License is entered into by and between [appropriate Sunesys affiliate name here] (the "Company") and (the "Licensee") pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated, 20 (the "Agreement"), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.		
1. <u>Facilities</u> . Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):		
Lit Fiber		
SunE TM SunEP TM SunWAVE TM 2. <u>Description of Lit Fiber Facilities</u> . [Insert shore	t description of Facilities being licensed]	
A-LOC	Z-LOC	
Site Name:	Site Name:	
Street Address:	Street Address:	
Suite/Floor:	Suite/Floor:	
City/St/Zip:	City/St/Zip:	
Hand-Off Type:	Hand-Off Type:	
Notes:	Notes:	
Building Entry Rights:	Building Entry Rights:	
For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): Licensee Company Not applicable	For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): Licensee Company Not applicable	
(a) Bandwidth Commitment:		
The committed bandwidth is		
(b) <u>Protected/Unprotected</u> [check applicable boxes; if no boxes are checked, Facility is unprotected]:		

	Lit Fiber:
	Unprotected Protected
3.	Demarcation Point . The "Demarcation Points" shall be as follows:
	(a) A-LOC:
	(b) Z-LOC: Fiber Distribution Panel Other
	The Demarcation Point delineates where responsibility for the Parties' respective networks equipment and/or maintenance obligations begin and end.
4.	Preliminary Logical Diagram.
	[If appropriate include as either an insert or an exhibit]
5.	Intrastate Jurisdiction Confirmation (for Lit Fiber Facilities with A/Z in the same state) Expected interstate use of the fiber will be ten percent (10%) or less of the total traffic carried across the fiber (check one box as applicable)?
	YES NO (if No, Company will collect applicable USF charges) N/A (non-transport/interstate/international circuits)
	<u>Target Delivery Date</u> . Company will use commercially reasonable efforts to deliver the dilities described above for acceptance testing by the date that is days following the License ective Date.
7.	Charges.
	(a) Non-recurring Charge (NRC).
	(b) Monthly Recurring Charge (MRC). \$ (add escalator, if applicable)
	(c) <u>Payment Timing</u> . Licensee shall begin paying the MRC, and the NRC shall become payable in full, as of the Commencement Date consistent with Section 6.1 of the Agreement, and Company will invoice Licensee accordingly.
	(d) <u>Pass-Throughs</u> . If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee's invoices as of the date such increases are effective.
8.	<u>License Term</u> .
	(a) <u>Initial License Term</u> . months from the Commencement Date.

- **(b)** Renewal License Term. Upon the expiration of the Initial License Term, this License shall automatically renew for additional periods equal in length to the Initial License Term unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement.
- 9. Additional Terms. [if applicable, complete]:
- 10. <u>Miscellaneous</u>. This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.
- 11. <u>Authorized Signatures</u>. Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "<u>License Effective Date</u>").

[appropriate Sunesys affiliate name here]	
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Printed Title	Printed Title
License Effective Date	Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C. Fibernet Direct Florida LLC. Fibernet Direct Texas LLC. Access Fiber Group, Inc. Wilshire Connection, LLC Lightower Fiber Networks II, LLC -Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin

-Florida, Georgia

-Louisiana, Oklahoma, Texas

-Alabama, Missouri, Tennessee

-California

-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

FOUNTAIN VALLEY SCHOOL DISTRICT LIT FIBER LICENSE FORM

LICENSE No. 2018-01:

This License is entered into by and between Sunesys, LLC (the "<u>Company</u>") and Fountain Valley School District (the "<u>Licensee</u>") pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated February 6, 2018 (the "<u>Agreement</u>"), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

- **1.** <u>Facilities</u>. Company hereby grants Licensee a license to use the Lit Fiber Facilities described below.
- **2.** <u>Description of Lit Fiber Facilities</u>. Ten (10) Gbps Lit Fiber connections between the Hub location listed below and each of the remote site locations listed on Exhibit A:

A-LOC	Z-LOC
Site Name: District Office	Site Name: See Exhibit A
Street Address: 10055 Slater Ave	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Fountain Valley, CA 92708	City/St/Zip:
Hand-Off Type: 10GBaseLR	Hand-Off Type:
Notes: Demarc. is at existing Sunesys network hardware.	Notes:
Building Entry Rights:	Building Entry Rights:
For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): Licensee Company Not applicable	For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): Licensee Company Not applicable

(a) **Bandwidth Commitment**:

The committed bandwidth is 10Gbps.

	unprotected]:		
	☑ Lit Fiber:☑ Unprotected☑ Protected		
3.	<u>Demarcation Point</u> . The "Demarcation Points	" shall be as fol	llows:
	(a) A-LOC:	Other	Sunesys network hardware
	(b) Z-LOC:	Other	Sunesys network hardware
	The Demarcation Point delineates where resp equipment and/or maintenance obligations beg	•	ne Parties' respective networks,
4.	Intrastate Jurisdiction Confirmation (for Li Expected interstate use of the fiber will be ten across the fiber (check one box as applicable)?	percent (10%) o	
	YES NO (if No, Company will collect appliance) N/A (non-transport/interstate/internation)		rges)
5.	Charges.		
	(a) Non-recurring Charge (NRC).	N/A	
	(b) Monthly Recurring Charge (MRC).	Eighteen thou	usand dollars (\$18,000.00)
	In the event that it is necessary for tax purp the OCDE location, the portion of the total thousand five hundred dollars (\$1,500.00).		
	(c) <u>Payment Timing</u> . Licensee shall begin pa and Company will invoice Licensee accord		as of the Commencement Date,
	(d) Commencement Date. The Commencement the later of (i) July 1, 2018 or (ii) the Accer		

(e) <u>Pass-Throughs</u>. If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee's invoices as of the date such increases are

(b) Protected/Unprotected [check applicable boxes; if no boxes are checked, Facility is

effective.

Prepared on: February 6, 2018

6. License Term.

- (a) <u>Initial License Term</u>. Thirty-six (36) months from the Commencement Date.
- (b) Renewal License Term. Upon the expiration of the Initial License Term, this License shall automatically renew for up to five (5) additional periods of twelve months (each a "Renewal License Term") unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement.

7. Additional Terms.

- 7.1 Effective on the Commencement Date, this License 2018-01 is intended to supersede and replace the following agreements between Company and Licensee:
- Wide Area Network License (#1) dated as of November 29, 2007
- Addendum No. 2013-01 to Wide Area Network License (#1) dated as of March 1, 2013
- 7.2 In the event that (i) the Federal Communication Commission's Schools and Libraries Program administered by the Universal Service Administrative Corporation (the "E-Rate Program") is terminated during the License Term, and an alternative funding mechanism for the E-Rate Program is not created and (ii) Licensee is unable, following good faith efforts to do so, to obtain an appropriation of funding to meet the obligations contained in this License, then Licensee and Company shall renegotiate the terms of this License in good faith. If Licensee and Company are unable to reach agreement on renegotiated terms within sixty (60) days after the date of Licensee's notice to Company of its loss of funding, then Licensee may terminate this License without penalty by giving Company written notice of termination.
- 7.3 If Licensee terminates this License pursuant to Section 7.2, Licensee may not contract for similar services from another vendor during the fiscal period for which it claims the non-appropriation of funds necessary to meets it obligations hereunder.
- 7.4 In the event that Licensee elects to terminate this License under Section 7.2, Licensee shall be responsible to (i) pay Company all Charges due through the date of termination of the License and (ii) reimburse Company its out of pocket costs associated with deploying the upgraded capacity circuits for Licensee to the extent that such costs have not been offset by amounts then paid to Company prior to the date of termination.
- **Miscellaneous**. This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.

Page 3 of 6

9. Authorized Signatures. Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "License Effective Date").

SUNESYS, LLC	FOUNTAIN VALLEY SCHOOL DISTRICT	
Authorized Signature	Authorized Signature	
Printed Name	Printed Name	
Printed Title	Printed Title	
License Effective Date	Date	

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C. Fibernet Direct Florida LLC. Fibernet Direct Texas LLC. Access Fiber Group, Inc. Wilshire Connection, LLC Lightower Fiber Networks II, LLC

- -Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
- -Florida, Georgia
- -Louisiana, Oklahoma, Texas
- -Alabama, Missouri, Tennessee
- -California
- -Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

Prepared by: Leeanne Carnali Prepared on: February 6, 2018

EXHIBIT A

Remote Site List

Ten (10) Gbps connections between the Hub location and each of the remote site locations listed below

HUB Fountain Valley SD District Office 10055 Slater Ave. Fountain Valley, CA 92708

Remote Site Locations

B-LOC	C-LOC
Site Name: Roch Courreges Elementary	Site Name: James H Cox Elementary
Street Address: 18313 Santa Carlotta St	Street Address: 17615 Los Jardines E
Suite/Floor:	Suite/Floor:
City/State/Zip: Fountain Valley, CA 92708	City/State/Zip: Fountain Valley, CA 92708
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing
Sunesys fiber panel.	Sunesys fiber panel.

D-LOC	E-LOC
Site Name: Harry C Fulton Middle	Site Name: Robert Gisler Elementary
Street Address: 8778 El Lago St	Street Address: 18720 Las Flores St
Suite/Floor:	Suite/Floor:
City/State/Zip: Fountain Valley, CA 92708	City/State/Zip: Fountain Valley, CA
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing
Sunesys fiber panel.	Sunesys fiber panel.

F-LOC	G-LOC
Site Name: Kazuo Masuda Middle	Site Name: William T Newland Elementary
Street Address: 17415 Los Jardines W	Street Address: 8787 Dolphine Dr
Suite/Floor:	Suite/Floor:
City/State/Zip: Fountain Valley, CA 92708	City/State/Zip: Huntington Beach, CA 92646
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing
Sunesys fiber panel.	Sunesys fiber panel.

H-LOC	I-LOC
Site Name: Isojiro Oka Elementary	Site Name: Urbain H Plavan Elementary
Street Address: 9800 Yorktown Ave	Street Address: 9675 Warner Ave
Suite/Floor:	Suite/Floor:
City/State/Zip: Huntington Beach, CA 92646	City/State/Zip: Fountain Valley, CA 92708
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing
Sunesys fiber panel.	Sunesys fiber panel.

Prepared by: Leeanne Carnali Prepared on: February 6, 2018

J-LOC	K-LOC				
Site Name: Samuel Talbert Middle	Site Name: Hisamatsu Tamura Elementary				
Street Address: 9101 Brabham Dr	Street Address: 17340 Santa Suzanne				
Suite/Floor:	Suite/Floor:				
City/State/Zip: Huntington Beach CA, 92646	City/State/Zip: Fountain Valley, CA 92708				
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing				
Sunesys fiber panel.	Sunesys fiber panel.				

L-LOC	M-LOC
Site Name: Maintenance Yard	Site Name: OCDE
Street Address: 17330 Mt Hermann	Street Address: 200 Kalmus Dr
Suite/Floor:	Suite/Floor:
City/State/Zip: Fountain Valley, CA 92708	City/State/Zip: Costa Mesa, CA 92626
Hand-Off Type: 10GBase-LX. Demarc is at existing	Hand-Off Type: 10GBase-LX. Demarc is at existing
Sunesys fiber panel.	Sunesys fiber panel.

Fountain Valley SD – LF License 2018-01 Prepared by: Leeanne Carnali Prepared on: February 6, 2018

MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent Business Services

Isidro Guerra, Director, Fiscal Services

SUBJECT: Maintenance Agreement with SoCal Office Technologies for Wide

Format Multi-Function Printer

DATE: February 5, 2018

Background:

The District is planning to purchase a wide format multi-function printer capable of printing, copying and scanning wide format documents. As we begin our school facilities construction project, the District will need to print and scan documents that our current office equipment cannot handle. The District will need to maintain a service and maintenance agreement with SoCal Office Technologies, our current partner for District copier needs.

Fiscal Impact:

The cost of the maintenance agreement is \$90 per month and covers parts and labor.

Recommendation:

It is recommended that the Board of Trustees approves the attached 36-month maintenance agreement with SoCal Office Technologies. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute this maintenance agreement.



MAINTENANCE AGREEMENT

BILL TO			EQUIPMENT LO	OCATION					
Custom	Customer Name: Fountain Valley SD - Maintenance & Operation			Customer Name: Fountain Valley SD - Maintenance & Operations					
	Address: 10055 Slater Avenue		Address: 17330 Mount Herrmann St.						
City / S	tate / Zip: Fountain Valley	CA 92708-4104	City / State /	Zip: Fount	ain Valley		CA	92708-4104	
	Phone: (714) 668-5882 Ext:		Pho	one: (714)	668-5882	Ext:			
		SERVICE	D DEVICES					_	
SoCal ID	Make / Model	Serial Number	Starting N (BW/CLR			Locatio	n		
	HP DesignJet T830 (24 inch) Wide Forma		(BW/CER	.,	Ma	aintenannce &	Operat	tions	
							-		
	SEE SCHEDULE A FOR ADDITIONAL DE	EVICES							
		AGREEMI	ENT DETAILS						
Allowance	<u>es</u>	Monthly Payment	Overage Rate	Overag	ge Billing	Term:	36	months	
0	Copies, BW	\$90		Cycle	Q	Begins:			
0	Copies, CLR			-		Ends:			
0	Prints, BW				Tot	tal Monthly			
0	Prints, CLR				100	-	\$	90.00	
	Prints, Flat Rate, BW								
	Production, BW			Notes:					
					nance Inclu	des Parts & La	bor On	ly (supplies	
Included	All inclusive (excluding staples)	Micr Toner		are not	included)				
to pay the the charges calcul THE ADDITION AMEND THE T	nt shall be renewed automatically upon approven current rate at the beginning of each subsequed to current rate at the beginning of each subsequed to compare the control of the compared to t	uent agreement period. Unless or only and is billed annually. E SIDE HEREOF ARE INCORPORA JNLESS AGREED TO IN WRITING	stated otherwise all bas	se charges will	be billed mont	hly with any overag	es or per	r print/copy	
SOC 360 E	Diagnostic Application								
SoCal Offic	ce Technologies is committed to pro	vide exceptional custom	er support during t	the term of	this mainte	nance agreem	ent. Ob	otaining	
	eal-time equipment information suc		•	•	-				
automatic	App will allow automatic meter acquelivery	disition, resulting in impr	oved billing integri	ity and proa	active toner	management,	includ	ing	
aacomacio	•	installation?	YES N	NO (CHE	CK ONE)				
If not accep	pted, who is the designated meter c	ontact							
Name	e:	Email:				Phone:			
	nt SOC 360 Diagnostic Application is tion charge of \$75 per office locatio								
C	ustomer's Authorized Signati	ure SOC Sales	Representative	е		SOC VP of S	Servic	e	
Print									
Sign —									
Date									
_									



TERMS AND CONDITIONS

A Xerox Company

- 1. SERVICES. Throughout this Agreement the words "We," "Our," and 'Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement Services. Normal business hours are Monday through Friday, 8am to 5pm. Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers (unless otherwise indicated on the front of this Agreement), and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Replacement parts may be new, reprocessed, or remanufactured. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. For all contracts including toner a freight fee will be assessed based on volume of use. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.
- 2. TERM AND PAYMENT. Except as otherwise provided for herein, this Agreement in non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5x11 copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereu
- 3. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 4. WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.
- 5. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 6. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six month billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorney's fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 7. ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
- 8. NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.
- 9. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, Claims, whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorney's fees incurred by Us relating to such claim.
- 10. FAX EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 11. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



MEMORANDUM

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent Business Services

Isidro Guerra, Director, Fiscal Services

SUBJECT: Approval of Vavrinek, Trine, Day & Co., LLP Three-Year Contract

for Audit Services

DATE: February 7, 2018

Background:

Each year the District under goes a financial audit as required by Education Code 41020. Vavrinek, Trine, Day & Co., LLP (VTD) specializes in the audit of local educational agencies. In addition to being the District's audit firm for the past several years, VTD also audits the majority of Orange County School Districts. VTD has provided timely guidance and training to the District over the years and has been a valuable partner.

The District's three-year contract with VTD ended once the June 30, 2017 audit was completed and filed. According to Government Code Section 53060, the bid process is not required when selecting an audit firm. Attached is a new three-year contract with VTD for the fiscal years beginning July 1, 2017 and ending June 30, 2020.

Fiscal Impact:

The maximum annual fee for these services increases \$800 in each of the years considered in the contact, and shall not exceed \$29,300, \$30,100 and \$30,900, respectively, in each contract year.

Recommendation:

It is recommended that the Board of Trustees approves the attached contract with Vavrinek, Trine, Day & Co.,LLP (VTD) and authorizes the Superintendent or designee to sign all required documents.

CONTRACT FOR AUDITING

This agreement made and entered into this 23rd of January 2018, between the Governing Board of the Fountain Valley School District, of Orange County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2018, 2019, and 2020. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, financial statements of the District, as of and for the three-year period beginning July 1, 2017 and ending June 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Budgetary Comparison Schedules
- 3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress
- 4. Schedule of the District's Proportionate Share of the Net Pension Liability
- 5. Schedule of District Contributions

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1. Schedule of Expenditures of Federal Awards.
- 2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statement, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Combining Statements – Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and compliance will each include a paragraph that states that that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for the basic financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over Federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations (3) and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with Federal statues, regulations, and the terms and conditions of Federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings: promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all Federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of Federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with Uniform Guidance; (2) that you believe the Schedule of Expenditures of Federal Awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

OTHER SERVICES

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of Fountain Valley School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and Schedule of Expenditures of Federal Awards and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

AUDIT PROCEDURES - INTERNAL CONTROLS

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements Schedule of Expenditures of Federal Awards; Federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weakness. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable Federal statutes, regulations and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a Federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard R. Alonzo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$29,300 for June 30, 2018, \$30,100 for June 30, 2019, and \$30,900 for June 30, 2020, respectively for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Partner/Principal	\$ 220	\$ 220	\$ 230
School Services Consultant	\$ 200	\$ 200	\$ 210
Manager	\$ 200	\$ 200	\$ 210
Supervisor	\$ 180	\$ 180	\$ 190
Senior in Charge	\$ 140	\$ 140	\$ 150
Staff Accountant	\$ 120	\$ 120	\$ 130
Clerical	\$ 90	\$ 90	\$ 100

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2014, accompanies this letter.

We appreciate the opportunity to be of service to Fountain Valley School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the District.

GOVERNING BOARD OF FOUNTAIN VALLEY SCHOOL DISTRICT	VAVRINEK, TRINE, DAY & CO., LLP
Ву	By Ruhand & algo
District	Partner
Federal Identification Number: 95-6001370	

YANARI WATSON McGAUGHEY P.C.

Dale M. Yanari (1947-2004) • Randy S. Watson • G. Lance McGaughey • Don W. Gruenler Financial Consultants/Certified Public Accountants

System Review Report

May 22, 2015

To the Partners of Vavrinek, Trine, Day & Co., LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of pass.

Yanari Watson McGaughey P.C.

Yanari Watson Mc Gaughey P.C.

2017/2018

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:

February 2, 2018

Subject:

Non-Public Agency/School Contracts

Board Meeting Date:

February 15, 2018

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 / Amendment	Effective Dates
N/A	Rossier Park Elementary School W18191	N/A	January 19, 2018 to June 30, 2018
	Rossier Park Elementary School W18192	\$21,771.90	January 19, 2018 to June 30, 2018

Approved by the FVSD Board of Trustees February 15, 2018

Dr. Mark Johnson Superintendent

Date:

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the ____19th_ day of January 2018 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONT	RACTOR,		LEA,					
Rossier	Park Elementary School			Fountain Va	lley Schoo	ol District		
Nonpul	olic School/Agency							
By:			By:					
	Signature	Date	•	Signature		Date		
1-				Dr. Mark Jol	nnson, Sup	perintendent		
	Name and Title of Authorized			Name and Ti		horized		
	Representative			Representativ	ve			
N	otices to CONTRACTOR shall be	addressed to	1	Matinas to	T TO A short	l ha addusses d to s		
111	succes to CONTRACTOR shall be	addressed to:		Notices to	LEA shall	be addressed to:		
			Rachel	Rios, Fiscal N	Manager			
Name			Name and Title					
			West C	Orange County	Consortiu	ım for Special Education		
	Park Elementary School		(WOCCSE)					
Nonpub	olic School/Agency/Related Servi	ce Provider	LEA					
			5832 Bolsa Avenue					
Address	S		Addres	s				
			***************************************	gton Beach,	CA	92649		
City	State	Zip	City		State	Zip		
				03-7000, ext.	504615	(714) 872-8109		
Phone	Fax		Phone			Fax		
				hbuhsd.edu				
Email			Email					

EXHIBIT A: RATES

CO	NTRACTOR	Rossier Park Elementary	CONTRACTOR	NUMBER	W18191	2017-2018
(NONPUBLIC SCHOOL OR AGENCY)				(C	ONTRACT YEAR)	
Per	CDE Certificat	ion, total enrollment may not exceed	If bland	k, the numb ertification	er shall be as	s determine by
amour Specia related	nt of the contraction and all education and all services during	ate schedule limits the number of LE. t. It may also limit the maximum nu for related services offered by CONT the term of this contract shall be as followed.	imber of students the RACTOR, and the	nat can be	provided	specific services
		ontract may not exceed it may not exceed				
		rogram/Special Education Instruction rogram/Dual Enrollment	Rate \$	169.69	Period Per Die	em
Per die	em rates for LEA	students whose IEPs authorize less that	n a full instructional	day may	be adjusted	proportionally.
	elated Services			,	3	1 1
(1)		ation – Round Trip		38.02 / 43.7	6 / 48.98 / 59.33	Per Day
	b. Transport	ation – One Way		19.01 / 21,8	9 / 24.99 / 29.29	Per Day
	c. Public Tra	ansportation			-	
	d. Parent*					
(2)	a. Education	al Counseling - Individual		Incl	usive	30-min Session
	b. Education	al Counseling – Group of		Incl	usive	30-min Session
	c. Counselin	g – Parent		•		
(3)	a. Adapted F	Physical Education – Individual		\$	34.35	30-min Session
	b. Adapted I	Physical Education – Group of		\$	34.35	30-min Session
	c. Adapted F	Physical Education – Group of		***************************************	***************************************	
(4)	a. Language	and Speech Therapy - Individual		\$	48.89	30-min Session
	b. Language	and Speech Therapy - Group of 2		\$	48.89	30-min Session
	c. Language	and Speech Therapy - Group of 3			***************************************	
		and Speech - Assessment				
		and Speech - Consultation Rate			****	
(5)		l Classroom Aide – Individual (must be a	uthorized on IEP)	\$	16.14	Per Hour
		l Instructional Assistant – Group of 2		_		
(6)		I Instructional Assistant – Group of 3				
(6)		cial Education Instruction**				
(7)		nal Therapy - Individual				
		nal Therapy – Group of 2 nal Therapy – Group of 3				
		nal Therapy – Group of 3 nal Therapy – Consultation Rate				
(8)	Physical The	• •		***************************************		
(9)		Intervention and Development (BID)				
(-)		Intervention and Implementation (BII)		-		
		ntervention – Supervision				
	Provided by:	A.				
	d. Behavior	Support Services (outside of school hou	ırs)	·		
(10)	a. Behaviora	l Assistant (1:1)		\$	16.14	Per Hour

^{*}Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES (Education Code 56365 et seq.)

This agreement is effective on <u>January 19, 2018</u> or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education FO	OUNTAIN VALLEY SCHOOL DISTRICT	Nonpublic School/Agency ROSSIER PARK ELEMENTARY SCHOOL
TERCH URSTERNAMENTURE	055 SLATER AVENUE DUNTAIN VALLEY, CA 92708	Address 395 SOUTH TUSTIN AVENUE City, State, Zip ORANGE, CA 92866
LEA Case Manager	NNY McCANN	Phone 714-516-3370 Fax 2011
Student Last/Name	Student First Name	Program: Contact: Name CINDY KING, DIRECTOR
D.O.B.	I:D:#	Phone 714-516-3370 Fax
Grade Level	Sex (MorT)	E-Mail
Parent/ Guardian Last Name	Parent/ Guardian First Name	Number of Days 97 Number of Weeks 20
Address		Education Schedule - Extended School Year
City, State Zip		Number of Days 5 Number of Weeks 1
		Contract Begins 01/19/18 Ends 06/30/18
Home Phone	Business/Mobile Phone	Master Contract Approved by the Governing Board on: 02/15/18

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

<u>SERVICES</u> :				Cost and Duration of Session	Number of Sessions per	Maximum Number of Sessions		Estimated Maximum Total Cost for			
		LEA	<u>NPS</u>	<u>NPA</u>	OTHER (Specify)		dy/wWmo/yr	Reg School Year	ESY	Contracted: Period	
A. BASICEDUCATION			х			\$ 169,69	PER DIEM	97	5	S 17.30	08.38
B. RELATED SERVICES				·	I					11,0	00.50
1. Transportation	25.020										
a. Paid to NPS/A			х			\$ 43.76/day	1 RT/Daily	97	5	S 4.40	63,52
b. Reimburse Parent						0 40.70rday	1 Kirbany	- 71		3 4,40	03,32
2. Counseling											
a. Group			х			INCLUSIVE	1x30min/wk	20	1	s	
β: Individual	鐵鐵物		Х			INCLUSIVE	1x30min/wk	20	1	S	-
3. Adapted P.E.											
4. Speech/Language											
a Therapy - Individual / Group											
b. Therapy Individual ESY Only	國際										
c. Consultation - ESY Only											
5. Occupational Therapy											
a, Therapy	TO SECURIT										
b. Consultation	維潔素				***************************************						

W18192

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

B. RELATED SERVICES (cont'd)		PROVIDER				Cost and Duration of Session	Number of	Maximum Number of Sessions		Estimated Maximum Tota	
		LEA	NPS	<u>NPA</u>	OTHER (Specify)	Scann	Sessions per dy/wis/mo/yr	Reg School	ESY	Cost for Contracted Period	
6. Physical Therapy		BASINSANE BERNING	60000000000000000000000000000000000000	de danistorieses	\$609 PTENESS	\$1869658285094\$	MS8000208608080	Year	E ESHADAISE		
a. Therapy											
b. Consultation											
7. ABA - Behavior Intervention											
a Consult											
b. Direct											
c. Supervision											
d. Assessment											
8. One-to-One Aide											
9. Other	2000年1月1日										
10. Residential Services	7. Company										
a Board and Care											
b Mental Health Services										_	
c. Transportation Public Carrier											
							A + B	TOTAL	COST	\$ 21,771.9	
Other Provisions/Attachments:	NUM BASIC EDU	JCATION/RI	ELATED \$	SERVICES	COSTS (A+	·B) \$	\$ 2	21,771.90			
Progress Reporting Requirements:	Quarterly		Monthly	×	Trimester		Other (Specify)				
APPROVED BY THE GOVERN		02/15/18 ement by and th		ily authorized ag	ents or represen	– ntatives as set for	th below.				
-CONTRACTOR-						-LEA-					
ROSSIER PARK ELEMENTARY	SCHOOL			FOINTA	NVALIEV	SCHOOL DIS	TRICT				
(Name of Nonpublic School/Agenc			•		hool District)		11401		•		
(Contracting Officer's Signature)	(D	Date)		(Signature)				(Date)	•		
				DR MAR	K IOHNSON	I, SUPERINTE	NDENT				
(Name and Title)			•1			or Authorized I			•		
/				,			,				