



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 14, 2018

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

M _____
2nd _____
V _____

BOARD WORKSHOP

1. DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41

Assistant Superintendent, Business Services, Christine Fullerton, will join the Board for a discussion of the allocation of investment proceeds generated during the 2016-17 fiscal year from Fund 40-41.

- 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*

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

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

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board wishes to recognize the following eight teachers who have completed the Fountain Valley School District's rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Sean Adamiak, Emi Allen, Laurie Gillis, Marissa Alonso, Jody Donnelly, Alison Lewis, Elizabeth Rivera and Chelsea VonInderstein. The District recognizes their commitment and hard work as well as that of their mentors who supported them while they completed the program.

- RECESS

STAFF REPORTS AND PRESENTATIONS

3. BUDGET UPDATE (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

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

The Board of Trustees will hold a public hearing for the purpose of receiving public comment on the Local Control Accountability Plan. Public input is welcomed.

5. PUBLIC HEARING FOR 2018-19 BUDGET

A public hearing shall be held for the purpose of discussing the proposed 2018-19 final budget prior to approval by the Board of Trustees. Public input is welcomed.

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

6. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

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

Routine Items of Business

- 6-A.** Board Meeting Minutes from May 10th regular meeting
- 6-B.** Board Meeting Minutes from May 15th special meeting
- 6-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-D.** Donations
- 6-E.** Warrants
- 6-F.** Purchase Order Listing
- 6-G.** Budget Adjustments

Consent Items

6-H. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2018 through June 30, 2019 and authorizes the Superintendent or designee to sign all documents.

6-I. CONSOLIDATED APPLICATION - SPRING 2018 DATA COLLECTION

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

6-J. OUTREACH CONCERN CONTRACT FOR PROFESSIONAL SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between FVSD and Outreach Concern.

6-K. RESOLUTION 2018-32: CSPP CONTRACT 2018-19

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2018-32 to approve Contract Number CSPP-8343 with the California Department of Education for the State Preschool Program for the school year 2018-19 and authorize Mona Green, Child Care Programs Director, to sign all documents.

6-L. APPROVE THE THREE YEAR RENEWAL OF PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICE AGREEMENT WITH KEENAN & ASSOCIATES AND SOUTHERN CALIFORNIA RELIEF JOINT POWERS MEMBERSHIP

Superintendent's Comments: It is recommended that the Board of Trustees approves the Renewal of the Property and Casualty Claims Administration Services Agreement with Keenan & Associates and Southern California ReLief Joint Powers Authority Membership for a period of three years, July 1, 2018 through June 30, 2021.

6-M. STUDENT ACCIDENT INSURANCE – 2018-19

Superintendent's Comments: It is recommended that the Board of Trustees approve the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2018-19 school year.

6-N. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

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

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, June 21, 2018 at 6:30pm.**

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

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of June 14, 2018



SO 17-18/B18-43
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41**
DATE: June 8, 2018

Background:

Assistant Superintendent, Business Services, Christine Fullerton, will join the Board for a discussion of the allocation of investment proceeds generated during the 2016-17 fiscal year from Fund 40-41.



SO 17-18/B18-43
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM**
DATE: June 8, 2018

Background:

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board wishes to recognize the following eight teachers who have completed the Fountain Valley School District's rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Sean Adamiak, Emi Allen, Laurie Gillis, Marissa Alonso, Jody Donnelly, Alison Lewis, Elizabeth Rivera and Chelsea VonIderstein. The District recognizes their commitment and hard work as well as that of their mentors, Alyssa Brignardello, Mike Brunner, Randi Hubbard, Terry Johnston, Kathy Lewis, Cheryl Peat, Whitney Shofstall, Allison Vamvas, Lauren Voss, and John Wood, who supported them while they completed the program.

Board meeting of June 14, 2018



SO 17-18/B18-45
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: BUDGET UPDATE (ORAL AND WRITTEN)
DATE: June 8, 2018

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.



Fountain Valley School District

MEMORANDUM

TO: Board of Trustees
FROM: Julianne Hoefer, Director, Assessment & Accountability
SUBJECT: **LOCAL CONTROL ACCOUNTABILITY PLAN – PUBLIC HEARING**
DATE: June 8, 2018

Background:

As part of the Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP). Pursuant to Education Code section 52060, the LCAP must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052. Goals must be written in each of the identified eight state priority areas which include Basic Services, Implementation of Common Core State Standards, Student Achievement, Other Student Outcomes, Course Access, Student Engagement, School Climate, and Parent Involvement.

Engagement of stakeholders (parents, staff, and community members) is a critical component. Over the last six months, input from 26 meetings and 12 surveys were solicited to guide the review and revision of the goals and actions.

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

You may access the draft LCAP at any time on our site at:
<http://www.fvsd.us/apps/pages/LCAP>.



NOTICE OF PUBLIC HEARING

Fountain Valley School District

LOCAL CONTROL ACCOUNTABILITY PLAN

At the June 14, 2018 Board meeting, the Fountain Valley School District Board of Trustees will hold a Public Hearing to accept comments from members of the public on Fountain Valley School District's Local Control Accountability Plan (LCAP) for the year ending June 30, 2019, prior to Final Adoption as required by Education Code Section 52062.

The proposed LCAP will be available for public inspection at the District Office beginning June 11th between the hours of 8:00 am to 4:30 pm.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Public Hearing of 2018-19 District Budget**
DATE: June 4, 2018

Background:

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

The enclosed budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

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

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

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

2018-2019 FOUNTAIN VALLEY SCHOOL DISTRICT BUDGET

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 14, 2018, at 6:30 p.m. in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a public hearing for the purpose of receiving public comment on the proposed 2018-2019 Fountain Valley School District budget. The public is invited to give testimony on the proposed budget.

The proposed budget will be available for public inspection between Tuesday, June 12, 2018, and Thursday, June 14, 2018, 8:30 a.m. to 4:00 p.m., in the School District Board Room.

Persons desiring additional information concerning the proposed budget should contact Isidro Guerra, Director, Fiscal Services, Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, CA 92708, telephone: (714) 843-3249.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Isidro Guerra
Director, Fiscal Services
Business Services Division

**Fountain Valley School District
Superintendent's Office**

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

May 10, 2018

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

Assistant Superintendent, Business, Chris Fullerton and Director, Support Services, Cara Robinson, reviewed with the Board of Trustees the current practices in place and requirements in relation to school safety, in addition to discussing plans for the future at each of our sites. Mrs. Fullerton opened the workshop by reviewing the District's comprehensive school safety plan, noting that annual site plans address school safety, allow for community and law enforcement collaboration, and address areas of improvement. She then provided greater detail regarding the District's Disaster Plan, including emergency bins with supplies needed in the event of a disaster, located at every school, the District Office, and Maintenance. Mrs. Fullerton explained that the District follows the standardized Incident Command System (ICS) used by the National Incident Management System (NIMS) and first responders. She also provided details regarding the Emergency Operations Center (EOC), a part of the NIMS protocol. Mrs. Robinson detailed practices in place, including monthly fire drills, other evacuation drills conducted every other month, and lockdown drills. In addition, the District conducts two full-scale Earthquake Evacuation Simulations in October and

SCHOOL SAFETY
UPDATE

April. Following this, Mrs. Robinson reviewed trainings currently in place including CPR and First Aid, training for nurses in “Stop the Bleed” protocol, staff trainings in crisis response, HB Safe Schools Coalition, and OCDE sponsored trainings. Following this, Mrs. Robinson reviewed current best practices and recommendations. Moreover, Mrs. Fullerton explained that LCAP action 4.5 provides a full time counselor at each of the three middle schools. And lastly, LCAP action 4.7 promotes school connectedness through school based activities and expanded elective offerings.

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

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

PLEDGE OF
ALLEGIANCE

Cub Scouts Pak 563 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

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

OUTSTANDING
SERVICE AWARDS
PRESENTATION TO
STEVE BROWN AND
NAOMI TYLER

Cunneen and Board Clerk Jeanne Galindo presented the 2017-18 Outstanding Service Award to Steve Brown and Naomi Tyler.

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board recognized and thanked Rei Hsieh and Scott Rogers.

RECOGNITION OF
COX 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 Gisler School, the Board recognized and thanked Barb and Jim Myers.

RECOGNITION OF
GISLER SCHOOL
PARENT
VOLUNTEERS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized the following six outstanding students from Cox School: Jihan Agzour (K), Ella Mora (1st), Joseph Le (2nd), Naomi Blanco (3rd), Aiden Luna (4th), and Brooklyn Tran (5th).

RECOGNITION OF
COX SCHOOL
STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized the following seven outstanding students from Gisler School: Sam Vorlop (TK), Elise Fonseca (K), Maya Gomez (1st), Luke Muschetto (2nd), Olivia Wirthlin (3rd), Geet Singh (4th), and Cayenne Bolar (5th).

RECOGNITION OF
GISLER SCHOOL
STUDENTS

Following the recognitions, the Board of Trustees took a brief recess for cookies and photos. The meeting resumed at 7:51pm.

RECESS

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins' activities since the last meeting included: visits to Cox and Talbert, HB Assistance League Treasures Under the Sea, CA Distinguished School recognition of Newland and Courreges at the Disneyland Hotel, ACSA Celebration of Excellence, Talbert PTO meeting recognizing Nicola Weiss, Taste of Fountain Valley, SPC meeting, Rotary Pins for Kids fundraiser, and Rotary meeting where Gary Hickman presented on the Second Amendment.

Mrs. Galindo's activities since the last meeting included: FVSF meeting, Taste of Fountain Valley and work on the presentation of the Outstanding Service Award presentation to Steve Brown this evening. She noted the upcoming Seeden Photography anniversary party on May 23, as well as the Summer Enrichment Academy this summer.

Mrs. Crandall thanked Dr. Johnson for forging another wonderful community partner for the District in Citi National Bank with the recent donation to Tamura and Gisler Schools from Barnes and Noble. Her activities since the last meeting included: CA Distinguished School recognition of Newland and Courreges Schools at the Disneyland Hotel, Monster Concert, ACSA Celebration Excellence, Taste of Fountain Valley, and Chamber of Commerce luncheon with presentation by Hyundai's Zafar Brooks.

Mrs. Schultz's activities since the last meeting included: Taste of Fountain Valley, Monster Concert, ACSA Celebration of Excellence, and reading K-3 professional development held at the District Office. In addition, she participated in the March of Dimes Walk at Fashion Island.

Mr. Cunneen's activities since the last meeting included: Monster Concert and visit to Cox. He noted the upcoming I-405 project and that on May 31 at 6pm we will be hosting an Open House with OCTA sharing more information regarding the project. He thanked his fellow trustees for their service.

PUBLIC HEARING

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2017-18 school year between FVSD and CSEA, Chapter #358. Public input was welcomed. There were no requests to speak and the hearing was closed.

TENTATIVE
AGREEMENT BETWEEN
FOUNTAIN VALLEY
SCHOOL DISTRICT AND
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 FOR
2017-18 YEAR

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to approve the Declaration of Need.

DECLARATION OF
NEED

Second: Mrs. Schultz

Vote: 5-0

Motion: Mrs. Galindo moved to approve Public Disclosure of Collective Bargaining Agreement Between Fountain Valley School District and California School Employees Association, Chapter #358 for 2017-18 School Year.

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Agreement Between California School Employees Association, Chapter #358 and Fountain Valley School District.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Schultz moved to approve the disclosure of management and confidential employees salary increases.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Schultz moved to adopt Resolution 2018-28: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 9, 2018.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Galindo moved to adopt Resolution 2018-29: In Celebration of May 9, 2018 as California's Day of the Teacher and May 7-11, 2018 as Teacher Appreciation Week.

PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT
BETWEEN
FOUNTAIN VALLEY
SCHOOL DISTRICT
AND CALIFORNIA
SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 FOR
2017-18 SCHOOL
YEAR
AGREEMENT
BETWEEN
CALIFORNIA
SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 AND
FOUNTAIN VALLEY
SCHOOL DISTRICT

DISCLOSURE OF
MANAGEMENT AND
CONFIDENTIAL
EMPLOYEES
SALARY INCREASES

RESOLUTION 2018-
28: RESOLUTION OF
APPRECIATION TO
OUR
SCHOOL NURSES ON
NATIONAL SCHOOL
NURSE DAY, MAY 9,
2018

RESOLUTION 2018-
29: IN CELEBRATION
OF MAY 9, 2018 AS

Second: Mrs. Schultz

Vote: 5-0

Motion: Mrs. Crandall moved to adopt Resolution 2018-30: In Celebration of Fountain Valley School District's Classified Employee Week: May 21-25, 2018.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Schultz moved to approve Proclamation of Appreciation to Our Speech/Language Pathologists During May 2018: Better Speech and Hearing Month.

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Schultz moved to adopt Resolution 2018-31: Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

Second: Mrs. Galindo

Vote: 5-0

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

Second: Mrs. Galindo

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from April 19th Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)

CALIFORNIA'S DAY
OF THE TEACHER
AND MAY 7-11, 2018
AS
TEACHER
APPRECIATION
WEEK
RESOLUTION 2018-
30: IN CELEBRATION
OF FOUNTAIN
VALLEY
SCHOOL DISTRICT'S
CLASSIFIED
EMPLOYEE WEEK:
MAY 21-25,
2018
PROCLAMATION OF
APPRECIATION TO
OUR
SPEECH/LANGUAGE
PATHOLOGISTS
DURING MAY 2018:
BETTER SPEECH
AND HEARING
MONTH
RESOLUTION 2018-
31: RESOLUTION
AND ORDER OF
BIENNIAL TRUSTEE
ELECTION AND
SPECIFICATIONS OF
THE ELECTION
ORDER

CONSENT
CALENDAR

- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- Paradigm Healthcare Services, LLC Service Agreement
- Williams Quarterly Report for Third Quarter 2017-18
- Retainer Agreement for Legal Services in 2018-19 School Year with The Law Offices of Margaret A. Chidester & Associates
- Approval of Agreement Between School Loop, Inc., and Fountain Valley School District to Purchase and Receive a Subscription to School Loop's Web-Based Service
- Non-Public Agency Contracts

| Non-Public School/Agency | 100% Contract Cost | Effective Dates |
|--------------------------|--------------------|-----------------|
| Zum Services | \$1,615.00 | 5/1/18-6/30/18 |

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Noted several things running at a high level in the District, including the Taste of Fountain Valley, with the greatest number of attendees and money raised. In addition, the Monster Concert with the great number of kids performing and parents attending. And, Dr. McLaughlin hosted reading professional development, where teams had the opportunity to share their current work in reading, and plans for the future. In addition, Joy Moyers is the leader of Sumer Enrichment Academy. Moreover, Measure O is running, and on May 30th at 3pm at Courreges and 3:45pm at Masuda, we will have groundbreakings. He congratulated Newland and Courreges for their CA Distinguished School recognitions. In addition, regarding school safety, 5 people joined him at the Huntington Beach school violence training including one of our school nurses, school psychiatrists, Director Cara Robinson, Chris Fullerton and Joe Hastie, where they heard from the FBI and local law enforcement. He noted that the addition of elementary counseling through the LCAP is exciting. He also commended the Masuda Band and Director Rob Covacavich for their performance tonight. And, in Personnel, it is a busy time for hiring. He noted that it is essential for Personnel to be the heart and soul of an organization. He commended Mrs. Abdel for her work, noting that with nearly 20 years in the District, she does it all with empathy, care and heart. And with almost 700 employees, her staff is there to support all of our employees.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 8:24pm.

Second: Mrs. Crandall

Vote: 5-0

/rl

**Fountain Valley School District
Superintendent's Office**

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

May 15, 2018

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Absent:

| | |
|-------------|-------------------|
| Ian Collins | President Pro Tem |
|-------------|-------------------|

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

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

Mrs. Schultz led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to Accept and Award the RFQ for Project Inspection Services to a Qualified Pool of Firms.

ACCEPT AND
AWARD THE RFQ
FOR PROJECT
INSPECTION
SERVICES TO A
QUALIFIED POOL OF
FIRMS

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Galindo moved to approve the Consent Calendar. CONSENT
CALENDAR

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Permission to Award Contract for Professional Services to Nyberg Architects Pursuant to Government Code 53060
- Approve Sandy Pringle Associates Inspection Consultants to Provide Inspection Services for Phase 1 of the Measure O HVAC and Modernization Project
- Approve to Form the Revised Construction Service Agreement, Site Lease and Sub Lease to be used in Phases 1 through 5 of the Measure O HVAC and Modernization Project

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Mr. Cunneen Reminded the audience of the I405 Improvement Project Open House at the District Office on May 31st. In addition, he read a thank you received from District Teacher of the Year, Niki Buck.

Dr. Johnson Noted the upcoming groundbreaking ceremonies at both Courreges and Masuda on May 30th at 3PM and 3:45PM, respectively.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 5:35pm.

Second: Mrs. Crandall

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 14, 2018**

1.0 EMPLOYMENT FUNCTIONS

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING EXTENDED SCHOOL YEAR PROGRAM CERTIFICATED EMPLOYEES AT PLAVAN SCHOOL FROM TUESDAY, JUNE 26, 2018 TO THURSDAY, JULY 26, 2018/ 4.5 HRS A DAY.

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> |
|------|------------------------|---|----------------------|
| 1.1 | Carter, Robin | Speech & Language | CESP/III/12- III/13 |
| 1.2 | Craig, Jessica | 4 th -6 th Grades | CE/III/07-III/08 |
| 1.3 | Donnelly, Jody | 7 th Grade | CE/III/03-III/04 |
| 1.4 | Engle, Caity | School Nurse (11days, 07/10-07/26) | CESP/S2/03-S2/04 |
| 1.5 | Evans, Melanni | School Nurse (8day, 06/26-07/08) | CESP/III/02-III/03 |
| 1.6 | Gauldin, Sue | 1 st -3 rd Grades | CE/III/13-III/14 |
| 1.7 | Hughes, Britanya | Pre-School | CE/III/08-III/09 |
| 1.8 | Kim, Melissa | Pre-School | CE/III/10-III/11 |
| 1.9 | Liccardo, Dana | Pre-School | CE/III/21-III/22 |
| 1.10 | Motsinger, Amy | Program Specialist(10 days) | CEA/15/D-15/E |
| 1.11 | Rodriquez, Rachelle | Speech & Language | CESP/III/01-III/02 |
| 1.12 | Shin, Ana | Kindergarten | CE/III/02-III/03 |
| 1.13 | Summerhays, Jill | Adapted PE | CE/III/18-III/19 |
| 1.14 | Thomas-Shepard, Kara | 1 st -3 rd Grades | CE/III/13-III/14 |
| 1.15 | Valdivia, Anna | 4 th -6 th Grades | CE/III/13-III/14 |

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

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>EFFECTIVE</u> |
|-------|------------------------|--------------------------|------------------------|-------------------------|
| 1.2.1 | Gibson, Erica | Speech | Fulton Middle School | 06/22/2018 |
| 1.2.2 | Parra, Cinthia | Special Education | Fulton Middle School | 06/22/2018 |
| 1.2.3 | Quinn, Lauren | Science | Teacher on Leave | 06/22/2018 |

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

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>REASON</u> | <u>EFFECTIVE DATE</u> |
|-------|------------------------|--------------------------|------------------------|----------------------|------------------------------|
| 1.3.1 | Copley, Lindsey | 1 st Grade | Plavan | Maternity | 06/04/2018 |
| 1.3.2 | Monsoor, Kristin | Teacher on Leave | On Leave | Medical | 2018-19 School Yr. |
| 1.3.3 | Antal, Cristen | Speech & Language | Oka | Personal | 2018-19 School Yr. |
| 1.3.4 | Villarreal, Polly | 1 st Grade | Courreges | Personal | 05/18/2018 |

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 14, 2018**

2.0 EMPLOYMENT FUNCTIONS

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|------------------------|------------------------|--------------------------|-------------------------|
| 2.1.1 | Bremmer, Janet | Newland | ESP Assistant | 06/21/2018 |
| 2.1.2 | Carpenter, Susan | Personnel | Ins Benefits Tech. | 08/15/2018 |
| 2.1.3 | Case, Barbara | Talbert | IA Mild/Moderate | 06/21/2018 |
| 2.1.4 | Johnson, Kristin | Talbert | Food Service Worker | 05/01/2018 |
| 2.1.5 | Mahdavi, Susan | Gisler | ESP Assistant | 06/21/2018 |
| 2.1.6 | Presson, Juli | Oka/Gisler | Preschool Assistant | 08/24/2018 |
| 2.1.7 | Wood, Susan | Oka | Mild/Moderate Asst. | 06/22/2018 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|------------------------|------------------------|--------------------------|-------------------------|
| 2.2.1 | Tengan, Marcia | Oka | Office Assistant | 06/29/2018 |
| 2.2.2 | Nguyen, Abe | Oka | ESP Assistant | 06/21/2018 |
| 2.2.3 | Brickner, Christine | Plavan | ESP Assistant | 06/21/2018 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|------------------------|------------------------|---------------------------|-------------------------|
| 2.3.1 | Jenner, Alene | Science Warehouse | Inst. Sci Materials Asst. | 05/02/2018 |
| 2.3.2 | Gordon, Brandon | Maintenance | Maintenance Worker II | 05/14/2018 |
| 2.3.3 | Diaz, Frank | Operations | Operations Supervisor | 5/30/2018 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>REASON</u> | <u>EFFECTIVE</u> |
|-------|------------------------|------------------------|--------------------------|----------------------|-------------------------|
| 2.4.1 | Seiler, Olisema | Various | Food Service Rover | Medical | 04/23/2018 |
| 2.4.2 | Bruinsma, Pamela | Newland | ESP Assistant | Sick Leave | 05/01/2018 |

2.5 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2018 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL ASSISTANTS:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>TERM</u> |
|-------|------------------------|------------------------|----------------------|
| 2.5.1 | Presson, Juli | Plavan | 6/25-7/20 |
| 2.5.2 | Russo, Donna | Plavan | 6/25-7/6 & 8/13-8/24 |
| 2.5.3 | Correa, Wendy | Plavan | 6/25-7/6 & 8/6-8/24 |
| 2.5.4 | Korhonen, Cayce | Plavan | 7/9-8/3 |
| 2.5.5 | Blake, Annette | Plavan | 7/9-8/3 |

| | | | |
|-------|---------------------|--------|-----------|
| 2.5.6 | Ledezma, Candalaria | Plavan | 8/16-8/24 |
| 2.5.7 | Hayes, Michelle | Plavan | 7/16-8/3 |

2.6 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2018 SUMMER CAMP CLASSIFIED EMPLOYEE TO WORK AS PRESCHOOL INSTRUCTOR:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>TERM</u> |
|-------|-----------------|-----------------|-----------------------|
| 2.6.1 | Tokarz, Amber | Plavan | 6/25-7/13 & 7/23-8/24 |

2.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY DISMISSAL OF CLASSIFIED EMPLOYEE #4114, ESP ASSISTANT AT NEWLAND SCHOOL, EFFECTIVE 05/29/2018.

2.8 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, KATHLEEN ALT IA DTT AT OKA TO BEHAVIOR INTERVENTION ASSISTANT AT NEWLAND, EFFECTIVE 05/04/2018.

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

June 14, 2018

| |
|------------------------------------|
| <i>EDUCATIONAL SERVICES</i> |
|------------------------------------|

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|----------------------------------|--|---|----------------|-----------------------|
| 3.1 | BRIGNARDELLO, Leo (Fulton) | Sports coach for boys track team | \$250 stipend + benefits (per sport) | 010232989-1115 | 2017/2018 school year |
| 3.2 | YAMABE, Kevin (Fulton) | Sports coach for boys track team | \$250 stipend + benefits (per sport) | 010232989-1115 | 2017/2018 school year |
| 3.3 | BRIGNARDELLO, Alyssa (Fulton) | Sports coach for girls track team | \$250 stipend + benefits (per sport) | 010232989-1115 | 2017/2018 school year |
| 3.4 | HOELKER, Christine (Fulton) | Sports coach for girls track team | \$250 stipend + benefits (per sport) | 010232989-1115 | 2017/2018 school year |
| 3.5 | CLARK, Christina (Masuda) | Sports coach for 6 th grade track team | \$250 stipend + benefits (per sport) | 010144989-1115 | 2017/2018 school year |

Reason for late submittal: Items 3.1 – 3.5 not received from schools in time for May 10 Board approval.

| | | | | | |
|-----|---|---|--|----------------|--|
| 3.6 | JENNER, Alene PEREIRA, Shakeera (Ed Services) | Extra hours needed during peak times for the ScienceWorks Material Resource Ctr. | 30.0 hours/each 30.0 hours/each 30.0 hours/each Regular hourly rate | 010189275-2113 | 8/16/18 to 9/13/18 11/26/18 to 12/20/18 3/11/19 to 4/12/19 |
|-----|---|---|--|----------------|--|

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 6/14/2018

| SCHOOL | DONOR | AMOUNT | DESCRIPTION / INTENDED USE |
|-----------------|--|------------|--|
| DISTRICT | | | |
| | Keenan & Associates | \$500.00 | Leadership Advance |
| | | | |
| FULTON | | | |
| | Raytheon Company | \$160.00 | Release Stipend/Benefits |
| | Fulton PTA | \$3,380.38 | Clubs |
| | Fulton PTA | \$131.11 | Release Time - Sports Day |
| | | | |
| GISLER | | | |
| | Gisler PTO | \$990.00 | Transportation cost -Field Trip to ENC |
| | Gisler PTO | \$199.49 | To cover copy use charges |
| | Your Cause LLC Trustee for Andeavor Foundation, Inc. | \$200.00 | Instructional Supplies |
| | Fountain Valley Womens Club | \$500.00 | Reading Program |
| | | | |
| MASUDA | | | |
| | Masuda PTSO | \$2,100.50 | Sports Stipends, Clubs, Release Time |
| | Sana Akroush | \$200.00 | Principal's Discretion |
| | Samar Akroush | \$300.00 | Principal's Discretion |
| | | | |
| OKA | | | |
| | Oka PTO | \$1,476.05 | 5th gr. Transportation -Griffith Observatory |
| | | | |
| PLAVAN | | | |
| | Plavan PTO | \$2,650.00 | 5th gr. Camp Transportation Cost |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|----------------|-------------------------------------|------------|--|
| TALBERT | | | |
| | Talbert Music Parents | \$232.50 | Music Program |
| | Talbert PTO | \$19.24 | Drama Program |
| | Talbert Parents/Students | \$20.00 | Exploratory Classes |
| | Talbert PTO | \$1,902.00 | After School Clubs, Homework Help |
| | Edison HS Band Boosters | \$140.95 | Talbert's Music Classes |
| | Talbert PTO- STEAM Parents/Students | \$687.50 | STEM Trans. To Hubbs Science Institute |
| | Talbert PTO | \$844.00 | Homework Help and Clubs |
| | | | |
| TAMURA | | | |
| | Joe Fletcher | \$2,000.00 | Principal's Discretion |
| | | | |

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JUNE 14, 2018**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 80153 - 80498

Dates: 5/1/2018 - 5/31/2018

| | | |
|---------|----------------------|------------|
| Fund 01 | General Fund | 495,902.23 |
| Fund 12 | Child Development | 49,712.87 |
| Fund 13 | Cafeteria | 56,041.98 |
| Fund 14 | Deferred Maintenance | 3,767.02 |
| Fund 21 | GOB 2016 Election | 354,839.01 |
| Fund 25 | Capital Facilities | - |
| Fund 40 | Special Reserves | 42,415.63 |
| Fund 68 | Worker Comp | 114,199.53 |
| Fund 69 | Insurance | 368,676.18 |

| | | |
|--------------|-----------|---------------------|
| TOTAL | \$ | 1,485,554.45 |
|--------------|-----------|---------------------|

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20M4212 | COUNTRY CITY TOWING INC | 500.00 | 500.00 | 016929395 4349 | 7230 Home-to-School Transportation / Transportation Supplies (on |
| L20M4213 | STAPLES | 2,707.86 | 2,707.86 | 012869390 4410 | Maintenance / Fixed Assets \$500-\$5000 |
| L20M4214 | SOUTHERN COUNTIES OIL | 1,800.00 | 900.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| | | | 900.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20M4215 | DAPPER TIRE COMPANY | 700.00 | 700.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4216 | MEDIC FIRST AID INTERNATIONAL | 276.32 | 276.32 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20M4217 | UNITY SCHOOL BUS PARTS | 90.00 | 90.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20M4218 | ALL AMERICAN ASPHALT | 35,241.85 | 35,241.85 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4245 | R G HELMER CO INC | 985.00 | 985.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4246 | ABC SCHOOL EQUIPMENT INC | 337.26 | 337.26 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4247 | WEST LITE SUPPLY CO INC | 396.31 | 396.31 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4248 | VILLAGE NURSERIES | 97.40 | 97.40 | 012899390 4343 | Gardening / Gardening Supplies |
| L20M4250 | US AIR CONDITIONING | 2,220.00 | 2,220.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4276 | HOME DEPOT | 374.97 | 374.97 | 014869390 4347 | STAR Building DO-Routine Maint / Repair & Upkeep Equip |
| L20M4277 | INTERLINE BRANDS INC | 1,181.90 | 1,181.90 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20M4278 | MCKINLEY ELEVATOR CORP | 613.80 | 613.80 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| L20M4281 | DAVE BANG ASSOCIATES | 24,164.60 | 24,164.60 | 012839390 6110 | Maintenance - Cap Facilities / Site Improvement - Playground |
| L20R1787 | LAKESHORE LEARNING MATERIALS | 135.94 | 135.94 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1788 | STAPLES | 135.94 | 135.94 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1789 | LAKESHORE LEARNING MATERIALS | 135.94 | 135.94 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1790 | STAPLES | 135.94 | 135.94 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1793 | TEKNIQUE IT LLC | 33.08 | 33.08 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1796 | CDWG | 55.47 | 55.47 | 010019961 4320 | Medi-Cal Billing-Instructional / Computer Supplies |
| L20R1798 | ORANGE COUNTY DEPARTMENT OF ED | 60.00 | 60.00 | 010019961 5210 | Medi-Cal Billing-Instructional / Travel, Conference, Worksho |
| L20R1799 | MEISEL | 24.96 | 24.96 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| L20R1801 | LAKESHORE LEARNING MATERIALS | 260.00 | 260.00 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1802 | CELEBRATIONS PARTY RENTALS | 2,707.41 | 2,707.41 | 010143880 5610 | Promotion Activities - Talbert / Outside Services - Rentals |
| L20R1803 | LAKESHORE LEARNING MATERIALS | 200.00 | 200.00 | 015643260 4310 | Special Ed. - Cox S&L / Instructional Supplies |
| L20R1804 | BARNES AND NOBLE | 136.95 | 136.95 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1805 | LAKESHORE LEARNING MATERIALS | 450.00 | 450.00 | 010239275 4310 | School Nurse Expansion Project / Instructional Supplies |
| L20R1806 | STAPLES | 500.00 | 500.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1809 | LAKESHORE LEARNING MATERIALS | 130.50 | 130.50 | 010239275 4310 | School Nurse Expansion Project / Instructional Supplies |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20R1811 | SCHOOL SPECIALTY | 850.00 | 850.00 | 012724949 4325 | Sch Site Admin - Masuda / Office Supplies |
| L20R1812 | STAPLES | 100.00 | 100.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1813 | BARNES AND NOBLE | 55.68 | 55.68 | 010113255 4310 | Title I - Cox / Instructional Supplies |
| L20R1814 | LAKESHORE LEARNING MATERIALS | 63.34 | 63.34 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1815 | SCHOOL SPECIALTY | 71.73 | 71.73 | 010142980 5610 | Promotion Activities - Fulton / Outside Services - Rentals |
| L20R1816 | SURPLUS TWO WAY RADIOS | 5,336.29 | 5,336.29 | 010013737 4399 | Sch Site Instr - Oka / Equipment Under \$500 |
| L20R1817 | PERSONNEL COMMISSIONERS ASSOC | 198.00 | 198.00 | 012819771 5210 | Personnel Commission / Travel, Conference, Workshop |
| L20R1818 | VERITIV | 200.00 | 200.00 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20R1819 | AWARDS & TROPHIES | 600.00 | 600.00 | 010142980 4310 | Promotion Activities - Fulton / Instructional Supplies |
| L20R1822 | ARIEL SUPPLY INC. | 230.33 | 230.33 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| L20R1823 | SOUTHWEST SCHOOL AND OFFICE SU | 47.85 | 47.85 | 015101660 4310 | Special Ed. - Newland SDC / Instructional Supplies |
| L20R1825 | STAPLES | 391.48 | 391.48 | 012109078 4325 | Tech/Media Office Operation / Office Supplies |
| L20R1826 | STAPLES | 141.36 | 141.36 | 010014747 4310 | Sch Site Instr - Courreges / Instructional Supplies |
| L20R1827 | LAKESHORE LEARNING MATERIALS | 35.57 | 35.57 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1829 | LAKESHORE LEARNING MATERIALS | 117.00 | 117.00 | 015103760 4310 | Special Ed. - Oka SDC / Instructional Supplies |
| L20R1844 | FLINN SCIENTIFIC | 79.59 | 79.59 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1846 | NASCO | 426.25 | 426.25 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1851 | SOUTHWEST SCHOOL AND OFFICE SU | 592.69 | 592.69 | 012719275 4325 | Educational Services Admin / Office Supplies |
| L20R1852 | ORANGE COUNTY DEPARTMENT OF ED | 220.00 | 220.00 | 012338055 5210 | Title III-EL-Instructional / Travel, Conference, Workshop |
| L20R1853 | LAKESHORE LEARNING MATERIALS | 126.77 | 126.77 | 015511060 4310 | Special Ed. - Tamura RSP / Instructional Supplies |
| L20R1855 | ORANGE COUNTY DEPARTMENT OF ED | 54,360.00 | 54,360.00 | 012039275 5899 | Ed Effectiveness-Tch Induction / Other Operating Expenses |
| L20R1856 | STAPLES | 325.00 | 325.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1857 | GRAINGER INC. | 566.91 | 566.91 | 010142980 5899 | Promotion Activities - Fulton / Other Operating Expenses |
| L20R1858 | BARNES AND NOBLE | 350.00 | 350.00 | 011259275 4310 | Parent Involvement-Ed Services / Instructional Supplies |
| L20R1859 | LAKESHORE LEARNING MATERIALS | 100.00 | 100.00 | 011259275 4310 | Parent Involvement-Ed Services / Instructional Supplies |
| L20R1860 | SAMS CLUB | 400.00 | 400.00 | 011259275 4310 | Parent Involvement-Ed Services / Instructional Supplies |
| L20R1861 | SOUTHWEST SCHOOL AND OFFICE SU | 100.00 | 100.00 | 011259275 4310 | Parent Involvement-Ed Services / Instructional Supplies |
| L20R1862 | GRAINGER INC. | 60.03 | 60.03 | 012849380 4399 | Fiscal Services / Equipment Under \$500 |
| L20R1863 | CERTIFIED TRANSPORTATION BUS C | 3,115.36 | 3,115.36 | 010142989 5811 | Donations - Fulton / Transportation Outside Agency |
| L20R1864 | SOUTHWEST SCHOOL AND OFFICE SU | 24.21 | 9.15 | 012059385 4325 | Publications / Office Supplies |
| | | | 15.06 | 012849380 4325 | Fiscal Services / Office Supplies |
| L20R1865 | VAN DE PLASCH, RICHARD | 280.00 | 280.00 | 010142980 5899 | Promotion Activities - Fulton / Other Operating Expenses |
| L20R1867 | ARIEL SUPPLY INC. | 421.89 | 421.89 | 010019961 4330 | Medi-Cal Billing-Instructional / Printing/Xerox Supplies |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20R1868 | ORANGE COUNTY DEPARTMENT OF ED | 265.68 | 265.68 | 012289961 5813 | MAA - Administration / Consultant |
| L20R1870 | SOCIAL THINKING PUBLISHING | 26.10 | 26.10 | 015644060 4310 | Special Ed. - Plavan S&L / Instructional Supplies |
| L20R1871 | LAKESHORE LEARNING MATERIALS | 113.00 | 113.00 | 015644760 4310 | Special Ed. - Courreges S&L / Instructional Supplies |
| L20R1872 | SOUTHWEST SCHOOL AND OFFICE SU | 86.09 | 86.09 | 015644760 4310 | Special Ed. - Courreges S&L / Instructional Supplies |
| L20R1876 | SOUTHWEST SCHOOL AND OFFICE SU | 82.40 | 82.40 | 012849380 4325 | Fiscal Services / Office Supplies |
| L20R1878 | BARNES AND NOBLE | 1,202.88 | 1,202.88 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| L20R1880 | SIDHU, RAJHANS | 1,170.00 | 1,170.00 | 010113755 5899 | Title I - Oka / Other Operating Expenses |
| L20R1881 | MHS INC. | 407.81 | 407.81 | 012299963 5826 | Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su |
| L20R1882 | OFFICE DEPOT | 323.24 | 323.24 | 012658155 5899 | Assessment and Accountability / Other Operating Expenses |
| L20R1883 | LAKESHORE LEARNING MATERIALS | 470.00 | 470.00 | 010123737 4310 | Pacific Life Grant - Oka / Instructional Supplies |
| L20R1885 | LAKESHORE LEARNING MATERIALS | 210.00 | 210.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1889 | LAKESHORE LEARNING MATERIALS | 100.00 | 100.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1890 | ETS | 3,135.85 | 3,135.85 | 012395098 4322 | 7395 Sch/Libr Imp Instr-DO / Testing Supplies |
| L20R1894 | AWARDS & TROPHIES | 90.53 | 90.53 | 010013289 4310 | Donations - Cox / Instructional Supplies |
| L20R1897 | LAKESHORE LEARNING MATERIALS | 625.00 | 625.00 | 011554075 4310 | Hyundai Classroom Libr-Plavan / Instructional Supplies |
| L20R1899 | BENTLEY PRINTING & GRAPHICS IN | 219.24 | 219.24 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| L20R1900 | ARIEL SUPPLY INC. | 582.25 | 582.25 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1901 | SOUTHWEST SCHOOL AND OFFICE SU | 1,044.51 | 1,044.51 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| L20R1902 | SOUTHWEST SCHOOL AND OFFICE SU | 188.26 | 188.26 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| L20R1903 | DEFINED LEARNING LLC | 2,950.00 | 2,950.00 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| L20R1905 | APPLE AWARDS | 268.85 | 268.85 | 016359380 5828 | Staff Recognition Program / Staff Recognition |
| L20R1908 | LAKESHORE LEARNING MATERIALS | 128.33 | 128.33 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| L20R1913 | OFFICE DEPOT | 402.76 | 402.76 | 012719165 4325 | Superintendent / Office Supplies |
| L20R1914 | AWARDS & TROPHIES | 226.31 | 226.31 | 014079275 4310 | OC Arts Ed-Visual & Perfor Art / Instructional Supplies |
| L20R1915 | ARIEL SUPPLY INC. | 94.56 | 94.56 | 012721616 4325 | Sch Site Admin - Newland / Office Supplies |
| L20R1916 | LEVEL 27 MEDIA | 163.13 | 163.13 | 014079275 4310 | OC Arts Ed-Visual & Perfor Art / Instructional Supplies |
| L20R1917 | LYTLE SCREEN PRINTING INC. | 368.51 | 368.51 | 014079275 4310 | OC Arts Ed-Visual & Perfor Art / Instructional Supplies |
| L20R1919 | OCSBA | 175.00 | 175.00 | 012719165 5210 | Superintendent / Travel, Conference, Workshop |
| L20R1920 | PARADIGM HEALTHCARE SERVICES | 828.00 | 828.00 | 012289961 5813 | MAA - Administration / Consultant |
| L20R1921 | CERTIFIED TRANSPORTATION BUS C | 1,108.76 | 1,108.76 | 010013189 5811 | Donations - Gisler / Transportation Outside Agency |
| L20R1922 | LAKESHORE LEARNING MATERIALS | 263.99 | 263.99 | 015101660 4310 | Special Ed. - Newland SDC / Instructional Supplies |
| L20R1925 | ORANGE COUNTY DEPARTMENT OF ED | 600.00 | 600.00 | 010143838 5813 | Sch Site Instr - Talbert / Consultant |
| L20R1926 | BARNES AND NOBLE | 103.45 | 103.45 | 010019961 4310 | Medi-Cal Billing-Instructional / Instructional Supplies |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20S8059 | SPICERS PAPER INC | 7,648.08 | 7,648.08 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8061 | GRAINGER INC. | 119.75 | 119.75 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8062 | ADVANTAGE WEST INVESTMENT ENTE | 2,086.21 | 2,086.21 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8063 | ARIEL SUPPLY INC. | 2,444.16 | 2,444.16 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8064 | ADVANTAGE WEST INVESTMENT ENTE | 6,182.23 | 6,182.23 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8065 | SOUTHWEST SCHOOL AND OFFICE SU | 390.46 | 390.46 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8066 | UNITED HEALTH SUPPLIES | 1,216.39 | 1,216.39 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8067 | WAXIE | 306.05 | 306.05 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8068 | CANNON SPORTS | 564.48 | 564.48 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8069 | ADVANTAGE WEST INVESTMENT ENTE | 3,197.87 | 3,197.87 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| L20S8070 | GRAINGER INC. | 237.08 | 237.08 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| Fund 01 Total: | | 189,193.98 | 189,193.98 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| L20M4249 | ADVANTAGE WEST INVESTMENT ENTE | 188.77 | 188.77 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1795 | APPLE COMPUTER ORDER DEPARTMEN | 1,394.87 | 1,394.87 | 120017598 4410 | Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000 |
| L20R1797 | LAKESHORE LEARNING MATERIALS | 761.25 | 761.25 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1800 | LAKESHORE LEARNING MATERIALS | 326.25 | 326.25 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R1808 | LAKESHORE LEARNING MATERIALS | 652.50 | 652.50 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R1810 | SURPLUS TWO WAY RADIOS | 906.55 | 43.45 | 120016098 4347 | Extended School Instructional / Repair & Upkeep Equip Suppli |
| | | | 863.10 | 120016098 4399 | Extended School Instructional / Equipment Under \$500 |
| L20R1821 | LAKESHORE LEARNING MATERIALS | 50.00 | 50.00 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1828 | LAKESHORE LEARNING MATERIALS | 300.00 | 300.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R1830 | LAKESHORE LEARNING MATERIALS | 1,865.04 | 1,865.04 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1831 | LAKESHORE LEARNING MATERIALS | 401.29 | 401.29 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1832 | LAKESHORE LEARNING MATERIALS | 2,319.62 | 2,319.62 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1833 | LAKESHORE LEARNING MATERIALS | 738.41 | 738.41 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1834 | LAKESHORE LEARNING MATERIALS | 922.20 | 922.20 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1835 | LAKESHORE LEARNING MATERIALS | 399.02 | 399.02 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1836 | LAKESHORE LEARNING MATERIALS | 1,680.19 | 1,680.19 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1837 | LEVEL 27 MEDIA | 217.50 | 217.50 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1839 | INSECT LORE PRODUCTS | 248.96 | 248.96 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1840 | JOHNS INCREDIBLE PIZZA | 2,745.00 | 2,745.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1841 | CITY OF GARDEN GROVE | 330.00 | 330.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1842 | GANDELMAN, JOE L | 600.00 | 600.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1843 | JUMP O'RAMA INFALTABLES INC | 375.00 | 375.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1845 | JUMP O'RAMA INFALTABLES INC | 230.00 | 230.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1847 | PREHISTORIC PETS | 450.00 | 450.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1848 | BIG AIR TRAMPLINE PARK | 1,200.00 | 1,200.00 | 120369900 9330 | ESP-Summer Camp Revenue / PREPAID EXPENDITURES |
| L20R1849 | LAKESHORE LEARNING MATERIALS | 54.38 | 54.38 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1873 | SUNSET SCREEN PRINTING | 3,752.20 | 3,752.20 | 120016398 4310 | ESP-Summer Camp Instructional / Instructional Supplies |
| L20R1874 | SUNSET SCREEN PRINTING | 237.08 | 237.08 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1877 | LAKESHORE LEARNING MATERIALS | 163.13 | 163.13 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R1886 | LAKESHORE LEARNING MATERIALS | 866.73 | 866.73 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1887 | LAKESHORE LEARNING MATERIALS | 314.29 | 314.29 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1888 | LAKESHORE LEARNING MATERIALS | 326.25 | 326.25 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1891 | BUDGET BLINDS HUNTINGTON BEACH | 355.34 | 355.34 | 120336098 4325 | Extended School Administration / Office Supplies |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20R1892 | BUDGET BLINDS HUNTINGTON BEACH | 892.02 | 892.02 | 120336098 4325 | Extended School Administration / Office Supplies |
| L20R1893 | BUDGET BLINDS HUNTINGTON BEACH | 656.31 | 656.31 | 120336098 4325 | Extended School Administration / Office Supplies |
| L20R1896 | LAKESHORE LEARNING MATERIALS | 108.75 | 108.75 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| L20R1907 | OCAEYC | 172.40 | 172.40 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| L20R1923 | SURPLUS TWO WAY RADIOS | 838.30 | 838.30 | 120016098 4399 | Extended School Instructional / Equipment Under \$500 |
| L20R1924 | JUMP O'RAMA INFALTABLES INC | 721.01 | 721.01 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| L20R1928 | ARIEL SUPPLY INC. | 706.60 | 706.60 | 120336098 4325 | Extended School Administration / Office Supplies |
| Fund 12 Total: | | 29,467.21 | 29,467.21 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| L20M4280 | EREPLACEMENTPARTS.COM LLC | 328.66 | 328.66 | 133207380 4347 | Cafeteria Fund / Repair & Upkeep Equip Supplies |
| L20R1909 | REFRIGERATION CONTROL COMPANY | 397.50 | 397.50 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| L20R1910 | CALIFORNIA DEPARTMENT OF EDUCA | 737.98 | 737.98 | 133207380 4710 | Cafeteria Fund / Food |
| | Fund 13 Total: | 1,464.14 | 1,464.14 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|----------------------------|---------------------|---------------------------|---------------------------|--|
| L20M4251 | POWER PLUS | 39,940.00 | 39,940.00 | 142864789 6218 | Def Maint-Courreges / Electrical Building Improvemen |
| L20M4252 | POWER PLUS | 39,780.00 | 39,780.00 | 142864989 6218 | Def Maint-Masuda / Electrical Building Improvemen |
| L20M4253 | KYA SERVICES LLC | 110,645.27 | 110,645.27 | 142864789 6210 | Def Maint-Courreges / Carpet Building Improvement |
| L20M4254 | KYA SERVICES LLC | 24,265.32 | 24,265.32 | 142864789 6299 | Def Maint-Courreges / Other Building & Improvement |
| L20M4255 | KYA SERVICES LLC | 119,829.11 | 119,829.11 | 142864989 6210 | Def Maint-Masuda / Carpet Building Improvement |
| L20M4256 | KYA SERVICES LLC | 6,579.53 | 6,579.53 | 142864989 6299 | Def Maint-Masuda / Other Building & Improvement |
| L20M4257 | SOUTHERN CALIFORNIA EDISON | 761.00 | 761.00 | 142864989 5520 | Def Maint-Masuda / Electricity |
| L20M4258 | SOUTHERN CALIFORNIA EDISON | 3,006.02 | 3,006.02 | 142864789 5520 | Def Maint-Courreges / Electricity |
| Fund 14 Total: | | 344,806.25 | 344,806.25 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|----------------------|---------------------|---------------------------|---------------------------|---|
| L20R1911 | RACHLIN PARTNERS INC | 50,000.00 | 50,000.00 | 213014780 6220 | GOB, ELECTION 2016-Courreges / Architect/Engineer |
| L20R1912 | RACHLIN PARTNERS INC | 50,000.00 | 50,000.00 | 213014980 6220 | GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld |
| Fund 21 Total: | | 100,000.00 | 100,000.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|------------------------|---------------------|---------------------------|---------------------------|---|
| L20M4279 | MCKINLEY ELEVATOR CORP | 1,688.75 | 1,688.75 | 402998990 5645 | Moiola Improvement Projects / Outside Srvs-Repairs & Mainte |
| | Fund 40 Total: | 1,688.75 | 1,688.75 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/14/2018

FROM 05/01/2018 TO 05/31/2018

| <u>PO</u> <u>NUMBER</u> | <u>VENDOR</u> | <u>PO</u> <u>TOTAL</u> | <u>ACCOUNT</u> <u>AMOUNT</u> | <u>ACCOUNT</u> <u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------------|---------------|---------------------------|---------------------------------|---------------------------------|------------------------------------|
| Total Account Amount: | | | 666,620.33 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 06/14/2018

FRO 05/01/2018 TO 05/31/2018

| <u>PO</u> <u>NUMBE</u> | <u>VENDOR</u> | <u>PO</u> <u>TOTAL</u> | <u>CHANGE</u> <u>AMOUNT</u> | <u>ACCOUNT</u> <u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---|--|---|--|---|--|
| L20M4001 | BUS WEST | 19,000.00 | +3,000.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| L20M4012 | CLARK SECURITY PRODUCTS INC. | 6,000.00 | +1,000.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| L20R0250 | ATKINSON ANDELSON LOYA RUDD & | 15,000.00 | +10,000.00 | 012159380 5830 | Business - Legal Services / Legal Fees |
| L20R0281 | CIT FINANCE LLC | 6,613.00 | +1,175.50 | 010019380 5640 | School Equipment / Outside Services - Leases |
| L20R0323 | HOME DEPOT | 1,300.00 | +100.00 | 010143838 4311 | Sch Site Instr - Talbert / Elective Supplies |
| L20R0328 | SOUTHWEST SCHOOL AND OFFICE SU | 320.00 | +120.00 | 015103860 4310 | Special Ed. - Talbert SDC / Instructional Supplies |
| L20R0452 | SOUTHWEST SCHOOL AND OFFICE SU | 4,700.00 | +200.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R0642 | A1GM | 775.00 | +175.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| L20R1031 | SOUTHWEST SCHOOL AND OFFICE SU | 800.00 | +300.00 | 010014789 4310 | PTA Donations - Courreges / Instructional Supplies |
| Fund 01 Total: | | | +16,070.50 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/14/2018

FRO 05/01/2018 TO 05/31/2018

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------|---------------|---------------------|--------------------------|---------------------------|---|
| L20R0194 | SAMS CLUB | 15,000.00 | +5,000.00 | 123206098 4710 | Extended School Food Service / Food |
| L20R1786 | CANNON SPORTS | 827.86 | +2.86 | 120016098 4410 | Extended School Instructional / Fixed Assets \$500-\$5000 |
| Fund 12 Total: | | | +5,002.86 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 06/14/2018

FRO 05/01/2018 TO 05/31/2018

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-------------------------|----------------------|---------------------|--------------------------|---------------------------|--|
| L20R1553 | RACHLIN PARTNERS INC | 200,000.00 | +100,000.00 | 213013280 6220 | GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg |
| L20R1554 | RACHLIN PARTNERS INC | 200,000.00 | +100,000.00 | 213012980 6220 | GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg |
| L20R1555 | RACHLIN PARTNERS INC | 150,000.00 | +50,000.00 | 213011680 6220 | GOB, ELECTION 2016-Newland / Architect/Engineer |
| L20R1556 | RACHLIN PARTNERS INC | 150,000.00 | +50,000.00 | 213011080 6220 | GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg |
| Fund 21 Total: | | | +300,000.00 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/14/2018

FRO 05/01/2018 TO 05/31/2018

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------|-------------------------------|---------------------|--------------------------|---------------------------|--|
| L20R0178 | ATKINSON ANDELSON LOYA RUDD & | 60,000.00 | +25,000.00 | 402969380 5830 | Property - Legal Services / Legal Fees |
| Fund 40 Total: | | | +25,000.00 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/14/2018

FRO 05/01/2018 TO 05/31/2018

| <u>PO</u> <u>NUMBE</u> | <u>VENDOR</u> | <u>PO</u> <u>TOTAL</u> | <u>CHANGE</u> <u>AMOUNT</u> | <u>ACCOUNT</u> <u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------------|---------------|---------------------------|--------------------------------|---------------------------------|------------------------------------|
|---------------------------|---------------|---------------------------|--------------------------------|---------------------------------|------------------------------------|

Total Account Amount:

+346,073.36

FOUNTAIN VALLEY SD

Reference #:

2018 19

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

| Object | Description | FROM | TO |
|---------------|--------------------------------|--------------|--------------|
| 1100 | TEACHERS' SALARIES | 668,272.00 | 599,445.00 |
| 2300 | SUPERVISION AND ADMINSTRATOR | | 25,227.00 |
| 3101 | STRS-CERTIFICATED POSITIONS | 96,432.00 | 85,862.00 |
| 3313 | MEDICARE-CERTIFICATED | 9,690.00 | 8,633.00 |
| 3314 | MEDICARE-CLASSIFIED | 1,178.00 | 1,544.00 |
| 3353 | ARP-CERTIFICATED | | 24.00 |
| 3401 | HEALTH & WELFARE-CERTIFICATED | 9,000.00 | |
| 3501 | SUI-CERTIFICATED | 334.00 | 301.00 |
| 3502 | SUI-CLASSIFIED | 41.00 | 54.00 |
| 3601 | WORKERS'COMP-CERTIFICATED | 14,636.00 | 13,056.00 |
| 3602 | WORKERS'COMP-CLASSIFIED | 1,779.00 | 2,331.00 |
| 4200 | BOOKS OTHER THAN TEXTBOOKS | 418.00 | 869.00 |
| 4300 | MATERIALS & SUPPLIES | 401,339.00 | 65,468.00 |
| 4400 | NONCAPITALIZATION EQUIPMENT | 41,616.00 | 2,926.00 |
| 5200 | TRAVEL & CONFERENCES | 21,690.00 | 1,327.00 |
| 5400 | INSURANCE | 15,000.00 | |
| 5500 | OPERATIONS & HOUSEKEEPNG SVCS | 31,705.00 | 43,062.00 |
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | 122,064.00 | 71,419.00 |
| 5713 | Direct Cost-Printing & Reprod | 1,283.00 | |
| 5752 | Direct Cost - Postage | 59.00 | |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 445,321.00 | 605,910.00 |
| 5900 | COMMUNICATIONS | | 11,457.00 |
| 6100 | SITES AND IMPROVEMENT OF SITES | 45,000.00 | |
| 6200 | BUILDING AND IMPROVE OF BLDGS | 38,400.00 | |
| 7141 | Excess Costs/Deficit Pay-Schls | 269,085.00 | |
| 7142 | Excess Costs/County Offices | 8,031.00 | |
| 8000 | REVENUE LIMIT SOURCES | 933,572.00 | 968,902.00 |
| 8100 | FEDERAL INCOME | 2,105.00 | 15.00 |
| 8500 | STATE INCOME | 23,631.00 | |
| 8600 | LOCAL INCOME | 4,328.00 | 60,612.00 |
| 8900 | INCOMING TRANSFERS | 1,455,625.00 | 1,493,155.00 |
| 9740 | RESTRICTED BALANCE | | 93,449.00 |
| 9780 | OTHER ASSIGNMENTS | 7,434.00 | 228,924.00 |
| 9790 | UNASSIGNED/UNAPPROPRIATED | 1,686,250.00 | 2,178,192.00 |

FOUNTAIN VALLEY SD

Reference #:

2018 19

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

| Object | Description | FROM | TO |
|----------------|-------------|--------------|--------------|
| Subfund Total: | | 6,355,318.00 | 6,562,164.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 20

Adjustment of Funds

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

Fund: 1212 CHILD DEVELOPMENT

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|-----------------|------------------|
| 4300 | MATERIALS & SUPPLIES | | 1,000.00 |
| 4700 | FOOD | | 8,500.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | | 31,091.00 |
| 8500 | STATE INCOME | | 32,091.00 |
| 9740 | RESTRICTED BALANCE | 8,500.00 | |
| Subfund Total: | | 8,500.00 | 72,682.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 21

Adjustment of Funds

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

Fund: 1313 CAFETERIA FUND

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 4400 | NONCAPITALIZATION EQUIPMENT | 5,000.00 | |
| 4700 | FOOD | 47,900.00 | 87,900.00 |
| 5713 | Direct Cost-Printing & Reprod | 14.00 | |
| 9740 | RESTRICTED BALANCE | 40,000.00 | 5,014.00 |
| Subfund Total: | | 92,914.00 | 92,914.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 22

Adjustment of Funds

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

Fund: 2121 GOB ELE 2016 SERIES 2017

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | | 16,789.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | | 512.00 |
| 9740 | RESTRICTED BALANCE | 17,301.00 | |
| Subfund Total: | | 17,301.00 | 17,301.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 23

Adjustment of Funds

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

Fund: 2525 CAPITAL FACILITIES

| Object | Description | FROM | TO |
|-----------------------|--------------------------------|------------------|------------------|
| 6100 | SITES AND IMPROVEMENT OF SITES | 14,950.00 | 6,750.00 |
| 6200 | BUILDING AND IMPROVE OF BLDGS | 14,950.00 | |
| 9780 | OTHER ASSIGNMENTS | | 23,150.00 |
| Subfund Total: | | 29,900.00 | 29,900.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 24

Adjustment of Funds

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

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

| Object | Description | FROM | TO |
|-----------------------|--------------------------------|-------------------|-------------------|
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | 8,275.00 | |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 87,300.00 | 46,528.00 |
| 6100 | SITES AND IMPROVEMENT OF SITES | 8,100.00 | |
| 6200 | BUILDING AND IMPROVE OF BLDGS | 6,000.00 | |
| 9760 | OTHER COMMITMENTS | 46,528.00 | 109,675.00 |
| Subfund Total: | | 156,203.00 | 156,203.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 25

Adjustment of Funds

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

Fund: 6768 INSURANCE-WCI

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 5800 | PROF/CONS SERV & OPER EXPENSE | 19,000.00 | |
| 9790 | UNASSIGNED/UNAPPROPRIATED | | 19,000.00 |
| Subfund Total: | | 19,000.00 | 19,000.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 26

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|-----------------|-----------------|
| 5800 | PROF/CONS SERV & OPER EXPENSE | 5,000.00 | |
| 9790 | UNASSIGNED/UNAPPROPRIATED | | 5,000.00 |
| Subfund Total: | | 5,000.00 | 5,000.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 11

Transfer of Funds

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

Fund: 0101 GENERAL FUND

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|-------------------|-------------------|
| 1100 | TEACHERS' SALARIES | 7,528.00 | 1,463.00 |
| 1900 | OTHER CERTIFICATED | 719.00 | |
| 2100 | INSTRUCTIONAL AIDES' SALARIES | 2,729.00 | 177.00 |
| 2200 | CLASSIFIED SUPPORT | 2,974.00 | |
| 3101 | STRS-CERTIFICATED POSITIONS | | 855.00 |
| 3313 | MEDICARE-CERTIFICATED | | 95.00 |
| 3314 | MEDICARE-CLASSIFIED | | 3.00 |
| 3353 | ARP-CERTIFICATED | | 2.00 |
| 3354 | ALTERNATIVE RETIRE-CLASSIFIED | | 49.00 |
| 3501 | SUI-CERTIFICATED | | 3.00 |
| 3601 | WORKERS'COMP-CERTIFICATED | | 152.00 |
| 4200 | BOOKS OTHER THAN TEXTBOOKS | | 14,627.00 |
| 4300 | MATERIALS & SUPPLIES | 46,441.00 | 99,617.00 |
| 4400 | NONCAPITALIZATION EQUIPMENT | 9,592.00 | 4,863.00 |
| 5200 | TRAVEL & CONFERENCES | 5,685.00 | 30,267.00 |
| 5300 | DUES AND MEMBERSHIPS | 716.00 | |
| 5400 | INSURANCE | | 8,271.00 |
| 5500 | OPERATIONS & HOUSEKEEPNG SVCS | | 1,895.00 |
| 5600 | RENTAL,LEASE,REPAIR & NON CAP | 8,901.00 | 5,396.00 |
| 5711 | Direct Cost - Field Trips | 1,818.00 | 3,115.00 |
| 5713 | Direct Cost-Printing & Reprod | 5,124.00 | 5,110.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 105,124.00 | 28,083.00 |
| 5900 | COMMUNICATIONS | | 35.00 |
| 6200 | BUILDING AND IMPROVE OF BLDGS | 544.00 | |
| 6400 | EQUIPMENT | 9,805.00 | |
| 9790 | UNASSIGNED/UNAPPROPRIATED | 751.00 | 4,373.00 |
| Subfund Total: | | 208,451.00 | 208,451.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 12

Transfer of Funds

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

Fund: 1212 CHILD DEVELOPMENT

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 4300 | MATERIALS & SUPPLIES | 2,266.00 | 15,313.00 |
| 4400 | NONCAPITALIZATION EQUIPMENT | 3,197.00 | 1,898.00 |
| 5200 | TRAVEL & CONFERENCES | | 962.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 12,710.00 | |
| Subfund Total: | | 18,173.00 | 18,173.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 13

Transfer of Funds

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

Fund: 1313 CAFETERIA FUND

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|------------------|------------------|
| 4400 | NONCAPITALIZATION EQUIPMENT | | 17,430.00 |
| 4700 | FOOD | 21,978.00 | 2,920.00 |
| 5200 | TRAVEL & CONFERENCES | | 182.00 |
| 5713 | Direct Cost-Printing & Reprod | | 14.00 |
| 5752 | Direct Cost - Postage | | 59.00 |
| 6400 | EQUIPMENT | | 1,373.00 |
| Subfund Total: | | 21,978.00 | 21,978.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 14

Transfer of Funds

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

Fund: 6768 INSURANCE-WCI

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|-----------------|-----------------|
| 4300 | MATERIALS & SUPPLIES | | 408.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | 3,408.00 | 3,000.00 |
| Subfund Total: | | 3,408.00 | 3,408.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/14/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**
DATE: June 8, 2018

Background:

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, Fountain Valley School District is referred to as the Local Education Agency (LEA) to administer School-based Medi-Cal Administrative Activities (SMAA). The goal of the School-based Medi-Cal Administrative Activities Program is to improve the availability and accessibility of School-based Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

Fiscal Impact:

Fountain Valley School District will receive Medi-Cal reimbursement over an annual 4.5% fee per quarterly claim to SMAA.

Recommendation:

It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2018 through June 30, 2019 and authorizes the Superintendent or designee to sign all documents.

FOUNTAIN VALLEY SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This 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, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the 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.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-based Medi-Cal
4 Administrative Activities and wishes to participate in the School-
5 based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2018, and ending on June 30, 2019,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
12 amended as necessary to comply with all Federal, state
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE the amount of DISTRICT'S general
15 funds or any other funds allowed under Federal law and
16 regulation expended on the allowable "Program
17 activities".

18 c. Certify to the STATE the availability and expenditure of
19 one hundred percent (100%) of the non-Federal cost of
20 performing Program activities.

21 d. Certify to the STATE that DISTRICT expenditures represent
22 costs that are eligible for Federal financial
23 participation for that fiscal year.

24 e. Act as liaison between STATE and DISTRICT.

25 f. As mandated, provide a software platform through a third
party vendor, through which the DISTRICT shall utilize

1 the Random Moment Time Survey (RMTS) process. Although
2 the SUPERINTENDENT will make every reasonable effort to
3 facilitate the use of the software platform, the
4 SUPERINTENDENT is not responsible for problems resulting
5 from software platform or system errors.

6 g. Represent DISTRICT'S issues, concerns, and questions at
7 scheduled statewide LEC Advisory Committee meetings,
8 STATE meetings, and SMAA Program work groups.

9 h. As mandated by STATE, attend STATE trainings.

10 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
11 and trainings.

12 j. On behalf of STATE, provide STATE approved training
13 materials and updates to DISTRICT.

14 k. On behalf of STATE, provide program technical assistance.

15 l. Code all RMTS moments and make available to the DISTRICT
16 its RMTS results.

17 m. Review and submit the Random Moment Time Survey (RMTS)
18 quarterly invoice to the STATE on behalf of the DISTRICT
19 and convey to the DISTRICT by warrant all funds received
20 on behalf of DISTRICT from the STATE less any amount due
21 the SUPERINTENDENT as defined in Section 5.0 of this
22 AGREEMENT. No funds will be conveyed to DISTRICT for
23 invoices that have been disallowed by the STATE.

24 n. Offer the DISTRICT the option of the LEC preparing the
25 RMTS quarterly invoice for a mutually agreed to additional
fee (See Appendix "C").

- o. If necessary, assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.
- p. Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.
- q. Review corrected documents for compliance with rules and regulations; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.
- r. Provide DISTRICT access to STATE SMAA Appeal Process upon request.
- s. Appeal DISTRICT decision or action through the STATE SMAA Appeal Process if necessary.
- t. Monitor compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.
- u. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

3.0 RESPONSIBILITIES OF DISTRICT.

- a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.
- b. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform.

DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

- c. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and will participate in the Random Moment Time Survey (RMTS) and what direct charges, if applicable, will be claimed.
- d. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".
- e. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.
- f. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.
- g. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for Federal financial participation for that fiscal year.
- h. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total vendor fees cannot exceed fifteen percent (15%).

- i. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.
- j. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
- k. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
- l. Work with SUPERINTENDENT to resolve any outstanding matters.
- m. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.
- n. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- o. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied

1 according to the School-based Medi-Cal Administrative
2 Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Survey (RMTS) Time Survey
7 Participant (TSP) Roster Reports and other
8 documentation, including validation of time
9 survey participant attendance.
- 10 • Time certification and supporting documentation
11 for direct charge staff.
- 12 • Position Descriptions/Duty Statements.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.

20 q. Prepare and certify School-based MAA invoices to the LEC
21 in conformance with STATE requirements and timelines.

22 r. Provide SUPERINTENDENT with copies of SMAA invoice
23 supporting documentation upon request.

24 s. DISTRICT agrees to maintain and preserve, documentation
25 for a period of not less than five years after termination
of Agreement Number 46188 and final payment from
Department of Health Care Services (DHCS) to
SUPERINTENDENT, to permit Department of Health Care
Services (DHCS) or any duly authorized representative, to
have access to examine or audit any pertinent books,
documents, papers and records related to this AGREEMENT

1 and to allow interviews of any employee who might
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand
4 dollars (\$10,000.00), DISTRICT shall agree and comply with
5 the following terms and conditions:

6 1. Maintain books, records, documents, and other
7 evidence, accounting procedures and practices,
8 sufficient to properly reflect all direct and
9 indirect costs of whatever nature claimed to
10 have been incurred in the performance of this
11 AGREEMENT, including any matching costs and
12 expenses. The foregoing constitutes "records"
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part
15 thereof as may be engaged in the performance of
16 this AGREEMENT and its records shall be subject
17 at all reasonable times to inspection, audit,
18 and reproduction.

19 3. The Department of Health Care Services (DHCS),
20 the Department of General Services, the Bureau
21 of State Audits, or their designated
22 representatives including the Comptroller
23 General of the United States shall have the
24 right to review and to copy any records and
25 supporting documentation pertaining to the
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records
2 during normal business hours and to allow
3 interviews of any employees who might reasonably
4 have information related to such records.
5 Further, DISTRICT agrees to include a similar
6 right of the STATE to audit records and
7 interview staff related to performance of this
8 AGREEMENT.

- 9 4. Preserve and make available its records (1) for
10 a period of five (5) years from the date of final
11 payment under this AGREEMENT, and (2) for such
12 longer period, if any, as required by applicable
13 statute, by any other provision of this
14 AGREEMENT, or by subparagraphs (a) or (b) below:

15 (a) If this AGREEMENT is completely or partially
16 terminated, the records relating to the
17 work terminated shall be preserved and
18 made available for a period of five (5)
19 years from the date of resulting final
20 settlement.

21 (b) If any litigation, claim, negotiation,
22 audit, or other action involving the
23 records has been started before the
24 expiration of the five-year period, the
25 records shall be retained until completion
of the action and resolution of all issues

1 which arise from it, or until the end of
2 the regular five-year period, whichever is
3 later.

4 5. DISTRICT shall comply with the above
5 requirements and be aware of the penalties for
6 violations of fraud and for obstruction of
7 investigation as set forth in Public Contract
8 Code §10115.10, if applicable.

9 6. DISTRICT, may at its discretion, following
10 receipt of final payment under this AGREEMENT,
11 reduce its accounts, books and records related
12 to this AGREEMENT to microfilm, computer disk,
13 CD ROM, DVD, or their data storage medium. Upon
14 request by an authorized representative to
15 inspect, audit or obtain copies of said records,
16 DISTRICT must supply or make available
17 applicable devices, hardware, and/or software
18 necessary to view, copy and/or print said
19 records. Applicable devices may include, but
20 are not limited to microfilm readers and
21 microfilm printers, etc.

22 u. The STATE, through any authorized representatives, has
23 the right at all reasonable times to inspect or otherwise
24 evaluate the work performed or being performed hereunder
25 and the premises in which it is being performed. If any
inspection or evaluation is made of the premises of

DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

v. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

z. If necessary, provide SUPERINTENDENT with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

aa. Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative Activities (SMAA) District Information 2018-2019 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) LEC Fee Information 2018-2019 form,

1 Appendix "C" and Certification Regarding Lobbying form,
2 Appendix "D", attached hereto and incorporated by
3 reference herein.

4 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
5 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
6 and after SUPERINTENDENT has received reimbursement from the STATE for
7 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
8 DISTRICT by warrant, all funds received on behalf of DISTRICT from the
9 STATE less any amount due the SUPERINTENDENT and STATE as determined
10 in Section 5.0 below. No funds will be conveyed to DISTRICT for
11 invoices that have been revised or disallowed by the STATE or Federal.
12 Payment to DISTRICT shall be made within forty-five (45) days of
13 receipt and reconciliation of STATE funds by SUPERINTENDENT.

14 5.0 FEE SCHEDULE.

15 a. State RMTS Software Platform Fee. DISTRICT will be
16 responsible for DISTRICT'S share of the State RMTS
17 Software Platform Fee, which is based on the DISTRICT'S
18 actual cost of utilizing the State RMTS Software Platform
19 through a third party administrator selected by the Region
20 9 LEC for the Random Moment Time Survey. SUPERINTENDENT
21 will bill DISTRICT for DISTRICT'S share of the software
22 platform fees as described in the School-based Medi-Cal
23 Administrative Activities (SMAA) RMTS Fee Information
24 2018-2019 form, Appendix "B", attached hereto and
25 incorporated by reference herein.

 b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "C").

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds

furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner. Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative Activities (SMAA) District Information 2018-2019 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) LEC Fee Information 2018-2019 form, Appendix "C" and Certification Regarding Lobbying form, Appendix "D", attached hereto and incorporated by reference herein.

6.0 FEDERAL CLAIMING.

- a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number

1 for this Federal program is 93.778, Medical Assistance
2 Program (Medi-Cal).

3 b. A "Vendor" means a dealer, distributor, merchant, or other
4 seller providing goods or services that are required for
5 the conduct of a Federal program. These goods or services
6 may be for an organization's own use or for the use of
7 beneficiaries of the Federal program. Additional guidance
8 on distinguishing between a sub-recipient and a vendor is
9 provided in OMB Circular A-133.

10 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
11 this AGREEMENT, shall be and act as an independent contractor.
12 SUPERINTENDENT understands and agrees that he/she and all of his/her
13 employees shall not be considered officers, employees or agents of the
14 DISTRICT, and are not entitled to benefits of any kind or nature
15 normally provided employees of the DISTRICT and/or to which DISTRICT'S
16 employees are normally entitled, including, but not limited to, State
17 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
18 assumes full responsibility for the acts and/or omissions of his/her
19 employees or agents as they relate to the services to be provided
20 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
21 for payment of all Federal, STATE and local taxes or contributions,
22 including unemployment insurance, social security and income taxes
23 with respect to SUPERINTENDENT'S employees.

24 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
25 and related instructional materials developed by SUPERINTENDENT or
DISTRICT under this AGREEMENT shall become the exclusive property of

1 the Department of Health Care Services. The Department of Health Care
2 Services shall have all right, title and interest in said matters,
3 including the right to secure and maintain the copyright, trademark
4 and/or patent all forms and related instructional materials developed
5 under this AGREEMENT.

6 9.0 HOLD HARMLESS.

7 a. SUPERINTENDENT hereby agrees to indemnify, defend, and
8 hold harmless DISTRICT, its Governing Board, and its
9 officers, agents, and employees from liability and claims
10 of liability for bodily injury, personal injury, sickness,
11 disease, or death of any person or persons, or damage to
12 any property, real, personal, tangible or intangible,
13 arising out of the negligent acts or omissions of
14 employees, agents or officers of SUPERINTENDENT or the
15 Orange County Board of Education during the term of this
16 AGREEMENT.

17 b. DISTRICT hereby agrees to indemnify, defend, and hold
18 harmless SUPERINTENDENT, the Orange County Board of
19 Education, and its officers, agents, and employees from
20 liability and claims of liability for bodily injury,
21 personal injury, sickness, disease, or death of any person
22 or persons, or damage to any property, real, personal,
23 tangible or intangible, arising out of the negligent acts
24 or omissions of employees, agents or officers of DISTRICT
25 during the term of this AGREEMENT.

10.0 CONFIDENTIALITY.

1 a. SUPERINTENDENT and DISTRICT shall maintain
2 confidentiality of their respective records and
3 information, governing the confidentiality of client or
4 student information for Medi-Cal clients served under this
5 AGREEMENT. Applicable laws include, but are not limited
6 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
7 Welfare and Institutions Code, Section 14100.2 and 22
8 California Code of Regulations Section 51009 and all
9 applicable Federal and/or STATE laws or regulations as
10 each may now exist or be hereafter amended. The
11 confidentiality obligations contained in this section
12 shall survive termination of this AGREEMENT.

13 b. DISTRICT understands and agrees to take all reasonable
14 steps to avoid unauthorized disclosure of any of
15 SUPERINTENDENT'S agents' proprietary data provided for
16 purposes of this AGREEMENT hereinafter defined as data
17 file specifications, related instructions, management
18 reports, training materials, plans or other information
19 relating to the performance of SUPERINTENDENT'S agents
20 services hereunder, disclosed by SUPERINTENDENT to
21 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
22 during or after the term of this AGREEMENT, permit the
23 copying, duplication, or use of any of SUPERINTENDENT'S
24 agents' proprietary data by or to any person other than
25 authorized employees, agents or representatives of
 DISTRICT.

1 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
2 to assure that the information supplied to SUPERINTENDENT hereunder
3 shall be true, complete, and accurate in all respects. DISTRICT shall
4 assume sole responsibility for the truth, completeness and accuracy
5 of all information supplied to SUPERINTENDENT and agrees that
6 SUPERINTENDENT shall have no responsibility or liability for the
7 truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
9 SMAA invoice(s) that do not comply with STATE and Federal SMAA
10 requirements.

11 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
12 damages or losses to DISTRICT employees, agents, independent
13 contractors or students relating to lost medical services or lost data
14 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
15 DISTRICT does not obtain in reimbursement from the STATE, or for any
16 incidental, indirect, special or consequential damages to DISTRICT
17 arising from the denial of any request for reimbursement from the
18 STATE.

19 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
20 AGREEMENT shall not be assigned by the DISTRICT without prior written
21 approval of SUPERINTENDENT.

22 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
23 must meet the approval of the DISTRICT and shall be subject to the
24 DISTRICT'S general right of inspection to secure the satisfactory
25 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
all Federal, STATE and local laws, rules, regulations and ordinances

1 that are now or may in the future become applicable to SUPERINTENDENT
2 or DISTRICT'S, equipment and personnel engaged in operations covered
3 by this AGREEMENT or accruing out of the performance of such
4 operations.

5 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT**
6 **shall complete and return with the fully executed AGREEMENT the**
7 **Certification Regarding Lobbying form, Appendix "D", attached hereto**
8 **and incorporated by reference herein,** that the DISTRICT has not made,
9 and will not make, any payment prohibited by Item 1 of the
10 Certification Regarding Lobbying form.

11 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
12 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
13 that it:

- 14 a. Is not presently debarred, suspended, proposed for
15 debarment, declared ineligible, or voluntarily excluded
16 by any federal department or agency;
- 17 b. Has not within a three-year period preceding this
18 AGREEMENT been convicted of or had a civil judgement
19 rendered against them for commission of fraud or a
20 criminal offense in connection with obtaining, attempting
21 to obtain, or performing a public (Federal, STATE or
22 local) transaction or contract under a public transaction;
23 violation of Federal or STATE antitrust statutes or
24 commission of embezzlement, theft, forgery, bribery,
25 falsification or destruction of records, making false
statements, or receiving stolen property.

- 1 c. Is not presently indicted for or otherwise criminally or
2 civilly charged by a government entity (Federal, STATE or
3 local) with commission of any of the offenses enumerated
4 in Section 16.0(b) herein; and
- 5 d. Has not within a three-year period preceding this
6 AGREEMENT had one or more public transactions (Federal,
7 STATE or local) terminated for cause or default.
- 8 e. The terms and definitions herein have the meanings set
9 out in the Definitions and Coverage sections of the rules
10 implementing Federal Executive Order 12549.
- 11 f. If DISTRICT is unable to certify to any of the statements
12 in this certification, DISTRICT shall submit an
13 explanation to SUPERINTENDENT.
- 14 g. If DISTRICT knowingly violates this certification, in
15 addition to other remedies available to the Federal
16 Government, the Department of Health Care Services (DHCS)
17 may terminate this AGREEMENT for cause or default.

18 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
19 importance of complying with all relevant State and Federal
20 confidentiality laws, including the Health Insurance Portability and
21 Accountability Act of 1996 (HIPPA) to the extent applicable. In
22 addition, DISTRICT agrees to provide students and faculty with training
23 in the requirements of the privacy and security provisions of HIPAA
24 and to advise them of the importance of complying with Facility's
25 policies and procedures relative to HIPAA.

1 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
2 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
3 any unlawful discriminatory practices in employment of personnel or in
4 any other respect on the basis of sex, race, color, ethnicity, national
5 origin, ancestry, religion, age, marital status, medical condition,
6 sexual orientation, physical or mental disability or any other
7 protected group in accordance with the requirements of all applicable
8 Federal or STATE law.

9 19.0 TOBACCO USE POLICY. In the interest of public health,
10 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
11 of any tobacco products are prohibited in buildings and vehicles, and
12 on any property owned, leased or contracted for by the SUPERINTENDENT
13 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with
14 conditions of this policy could result in the termination of this
15 AGREEMENT.

16 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
17 or without cause, terminate this AGREEMENT with the giving of thirty
18 (30) days prior written notice to the other party. However, once
19 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
20 of Health Care Services (DHCS), according to the School-based Medi-
21 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
22 terminate until the next quarter survey period.

23 21.0 NOTICE. All notices or demands to be given under this AGREEMENT
24 by either party to the other shall be in writing and given either by:
25 (a) personal service or (b) by U.S. Mail, mailed either by registered
or certified mail, return receipt requested, with postage prepaid.

1 Service shall be considered given when received if personally served
2 or if mailed on the third day after deposit in any U.S. Post Office.
3 The address to which notices or demands may be given by either party
4 may be changed by written notice given in accordance with the notice
5 provisions of this section. As of the date of this AGREEMENT, the
6 addresses of the parties are as follows:

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

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

12 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance
14 of any term or condition of this AGREEMENT shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

18 23.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in any way.

23 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in Orange
25 County, California.

25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: May 8, 2018

FEDERAL IDENTIFICATION NUMBER

FVSD-Agreement-SMAA(46188) 2018-2019
ZIP6



Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2018-2019**

1 DISTRICT/SCHOOL

District/School Name

County

Claiming Unit:

If different than name above.

2 DISTRICT SMAA COORDINATOR

Name

District Job Title

Street Address

City, State, Zip

Mailing Address (if different than street address)

City, State, Zip

Phone (please include extension)

Fax

Email

Check the box for this person to:

- ☐ have access to the RMTS system
☐ receive RMTS late notifications

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name

District Job Title

Phone (please include extension)

Fax

Email

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name

District Job Title

Phone (please include extension)

Fax

Email

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2018-2019**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

| | |
|---|---------------------------|
| <i>Name</i> | <i>District Job Title</i> |
| <i>Phone (please include extension)</i> | <i>Fax</i> |
| | <i>Email</i> |

Check the box for this person to:

☐ be included in all program communications

☐ have access to the RMTS system

☐ receive RMTS late notifications

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

| | |
|---|---------------------------|
| <i>Name</i> | <i>District Job Title</i> |
| <i>Phone (please include extension)</i> | <i>Fax</i> |
| | <i>Email</i> |

Check the box for this person to:

☐ be included in all program communications

☐ have access to the RMTS system

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

| | | |
|------------------------|--------------------------|--------------|
| <i>Company Name</i> | | |
| <i>Contact</i> | <i>Contact Job Title</i> | |
| <i>Mailing Address</i> | <i>City, State, Zip</i> | |
| <i>Phone</i> | <i>Fax</i> | <i>Email</i> |

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
STATE RMTS FEE INFORMATION
2018-2019**

State RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

| FY Quarter | Quarterly Participant Rate |
|---------------------------|-----------------------------------|
| FY Q1: July - September | \$0.67/participant/quarter |
| FY Q2: October – December | \$1.34/ participant/quarter |
| FY Q3: January – March | \$1.34/ participant/quarter |
| FY Q4: April – June | \$1.34/ participant/quarter |

and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

| Optional Service | | Effective Date |
|------------------------------|-----------------------------|------------------------------|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | July 1, 2018 – June 30, 2019 |

Name

Date

District Name

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2018-2019**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. Also, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage".

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDNET will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **CONSOLIDATED APPLICATION - Spring 2018 Data Collection**
DATE: June 6, 2018

Background:

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

The 2018-2019 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A, Basic
Title II, Part A, Educator Quality
Title III, Part A, English Learner Program

The completion of the 2018-2019 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget, and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

Fiscal Impact:

Federal categorical program funds have been estimated on the 2018-2019 preliminary budget, and adjustments will be made once funding entitlements are provided on the Consolidated Application Winter Release.

Recommendation:

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

2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

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

Protected Prayer Certification Statement

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

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

| | |
|---|----------------|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Mark Johnson |
| Authorized Representative Title | Superintendent |
| Authorized Representative Signature Date | 06/15/2018 |
| Comment | |
| If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters) | |

*****Warning*****

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

2018-19 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

| | |
|--|----------------|
| County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017–18 – 2019–20 LCAP | 07/12/2018 |
| Charter Schools Enter the adoption date of the charter school LCAP | |
| Authorized Representative's Full Name | Mark Johnson |
| Authorized Representative's Title | Superintendent |

*****Warning*****

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2018-19 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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

| | |
|---|------------|
| Date of approval by local governing board | 06/14/2018 |
|---|------------|

District English Learner Advisory Committee (DELAC) Review

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

| | |
|--|---|
| DELAC representative's full name | Azucena Chavarria |
| DELAC review date | 06/07/2018 |
| Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee. | https://www.fvgsd.us |
| DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters) | |

Application for Categorical Programs

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

| | |
|---|-----|
| Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010 | Yes |
| Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035 | Yes |
| Title III English Learner ESEA Sec. 3102 SACS 4203 | Yes |
| Title III Immigrant ESEA Sec. 3102 SACS 4201 | No |
| Title IV, Part A (Student Support) | No |

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:

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

| | |
|--------------------------------|--|
| ESSA Sec. 1112(b) SACS 4127 | |
|--------------------------------|--|

Warning

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

2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

| | |
|--|----------|
| Estimated English learner per student allocation | \$99.05 |
| Estimated English learner student count | 882 |
| Estimated English learner entitlement amount | \$87,362 |

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

| | |
|--|----------|
| Professional development activities | \$10,000 |
| Program and other authorized activities | \$58,965 |
| English Proficiency and Academic Achievement | \$16,500 |
| Parent, family, and community engagement | \$150 |
| Direct administration costs (Amount cannot exceed 2% of the estimated entitlement) | \$0 |
| Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs) | \$1,747 |
| Total budget | \$87,362 |

*****Warning*****

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

2018-19 Substitute System for Time Accounting

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

CDE Program Contact:

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

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

| | |
|---|-------------------------------------|
| 2018-19 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters) | No known deficiencies at this time. |

*****Warning*****

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

2018-19 Other ESEA Nonprofit Private School Participation

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

CDE Program Contact:

Anie Wilson, Teacher and Leader Policy Office, awilson@cde.ca.gov, 916-445-5669
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

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

Title III Immigrant and English Learner Student Subgrant Program

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

| School Name | School Code | Enrollment | Title II, Part A Participation | Title III Immigrant Participation | Title III English Learner Participation | School Added |
|-----------------------------|-------------|------------|--------------------------------|-----------------------------------|---|--------------|
| Huntington Valley Preschool | 6206346 | 12 | N | | N | N |
| The Pegasus School | 7005853 | 535 | N | | N | N |

Warning

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2018-19 Nonprofit Private School Consultation

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

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDerose@cde.ca.gov, 916-323-0472

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

Note:

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

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

| School Name | School Code | Enrollment | Consultation Occurred | Was Consultation Agreement Met | Signed Written Affirmation on File | Consultation Code | School Added |
|-----------------------------|-------------|------------|-----------------------|--------------------------------|------------------------------------|-------------------|--------------|
| Huntington Valley Preschool | 6206346 | 12 | Y | Y | Y | Y1 | N |

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2018-19 Nonprofit Private School Consultation

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

| School Name | School Code | Enrollment | Consultation Occurred | Was Consultation Agreement Met | Signed Written Affirmation on File | Consultation Code | School Added |
|--------------------|-------------|------------|-----------------------|--------------------------------|------------------------------------|-------------------|--------------|
| The Pegasus School | 7005853 | 535 | Y | Y | Y | Y1 | N |

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2018-19 Title I, Part A Nonprofit Private School Participation

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

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDeroser@cde.ca.gov, 916-323-0472

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

| School Name | School Code | Enrollment | Participating | Low Income Student Count | School Added |
|-----------------------------|-------------|------------|---------------|--------------------------|--------------|
| Huntington Valley Preschool | 6206346 | 12 | N | | N |
| The Pegasus School | 7005853 | 535 | N | | N |

Warning

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2017-18 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

| | |
|--------------------------------------|----------|
| 2017-18 Title II, Part A entitlement | \$93,268 |
|--------------------------------------|----------|

Professional Development Expenditures

| | |
|---|---------|
| Professional development for teachers | \$2,783 |
| Professional development for administrators | |
| All other professional development expenditures | |

Recruitment, Training, and Retention Expenditures

| | |
|---|--|
| Recruitment activities | |
| Training activities | |
| Retention activities | |
| All other recruitment, training, and retention expenditures | |

Miscellaneous Expenditures

| | |
|---|----------|
| Class size reduction | \$88,620 |
| Administrative and indirect costs | \$1,865 |
| Total funds transferred out of Title II, Part A | |
| Equitable services for nonprofit private schools | |
| All other allowable expenditures and encumbrances | |
| Total expenditures and encumbrances | \$93,268 |
| 2017-18 Unspent funds | \$0 |

*****Warning*****

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2017-18 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities**Required**

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

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

Authorized

(1) Upgrading program objectives and effective instruction strategies.

(2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.

(3) Providing tutorials and academic or vocational education for English learners and intensified instruction.

(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.

(5) Improving the English language proficiency and academic achievement of English learners.

(6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

(7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

| | |
|---|----------|
| 2017-18 Title III English learner entitlement | \$86,480 |
| Transferred-in amount | \$0 |
| 2017-18 Total allocation | \$86,480 |
| Object Code - Activity | |
| 1000-1999 Certificated personnel salaries | \$19,587 |
| 2000-2999 Classified personnel salaries | \$903 |
| 3000-3999 Employee benefits | \$3,689 |
| 4000-4999 Books and supplies | \$0 |
| 5000-5999 Services and other operating expenditures | \$3,241 |
| Direct administration costs | \$0 |
| (Amount cannot exceed 2% of the entitlement) | |
| Indirect costs | \$0 |
| Total year-to-date expenditures | \$27,420 |
| 2017-18 Unspent funds | \$59,060 |

*****Warning*****

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

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

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

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

Homeless Liaison Contact Information

| | |
|--|----------------------------|
| Homeless liaison first name | Cara |
| Homeless liaison last name | Robinson |
| Homeless liaison title | Director, Support Services |
| Homeless liaison e-mail address (format: abc@xyz.zyx) | robinsonc@fvds.us |
| Homeless liaison telephone number (format: 999-999-9999) | 714-843-3281 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00) | 1.00 |

Homeless Liaison Training Information

Warning

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

| | |
|--|-----|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

Homeless Education Policy and Requirements

| | |
|--|------------|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment | |
| Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 01/12/2017 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment | |
| Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

Title I, Part A Homeless Expenditures

| | |
|--|--|
| 2017-18 Title I, Part A entitlement | \$412,390 |
| 2017-18 Title I, Part A direct or indirect services to homeless children reservation | \$4,560 |
| Amount of 2017-18 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children | \$0 |
| Homeless services provided (Maximum 500 characters) | |
| No expenditures or encumbrances comment | OCDE supported bus pass needs. 211/County resources utilized. |
| Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | |

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2017-18 Title III English Learner Nonprofit Private School Reimbursement

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

CDE Program Contact:
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

| School Name | School Code | Enrollment | Flagged for English Learner Participation | English Learner Students Served | Participation Explanation (Max 500 char) |
|-----------------------------|-------------|------------|---|---------------------------------|--|
| Huntington Valley Preschool | 6206346 | 12 | N | 0 | |
| Shoreline Christian School | 6988240 | 115 | N | 0 | |
| The Pegasus School | 7005853 | 535 | N | 0 | |

*****Warning*****
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2017-18 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDerosc@cde.ca.gov, 916-323-0472

Orange Crescent (30 66498 6929780)**Students Served Count by Grade**

| | |
|------------------------------|----------|
| Kindergarten Student Count | 0 |
| Grade 1 Student Count | 0 |
| Grade 2 Student Count | 0 |
| Grade 3 Student Count | 0 |
| Grade 4 Student Count | 0 |
| Grade 5 Student Count | 0 |
| Grade 6 Student Count | 0 |
| Grade 7 Student Count | 0 |
| Grade 8 Student Count | 0 |
| Grade 9 Student Count | 0 |
| Grade 10 Student Count | 0 |
| Grade 11 Student Count | 0 |
| Grade 12 Student Count | 0 |
| Students Served Total | 0 |

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2016-17 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

| | |
|--------------------------------------|-----------|
| 2016-17 Title II, Part A entitlement | \$126,061 |
|--------------------------------------|-----------|

Professional Development Expenditures

| | |
|---|---------|
| Professional development for teachers | \$1,934 |
| Professional development for administrators | |
| Subject matter project | |
| Other professional development expenditures | |

Exams and Test Preparation Expenditures

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

Recruitment, Training, and Retaining Expenditures

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

Miscellaneous Expenditures

| | |
|--|-----------|
| Class size reduction | \$119,553 |
| Administrative and indirect costs | \$4,440 |
| Total funds transferred to Title I, Part A | |
| Other allowable expenditures or encumbrances | |
| Total expenditures and encumbrances | \$125,927 |
| 2016-17 Unspent Funds | \$134 |

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2016-17 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities**Required**

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

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

Authorized

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

| | |
|---|----------|
| 2016-17 Title III English learner entitlement | \$88,629 |
| Object Code - Activity | |
| 1000-1999 Certificated personnel salaries | \$14,703 |
| 2000-2999 Classified personnel salaries | \$320 |
| 3000-3999 Employee benefits | \$2,429 |
| 4000-4999 Books and supplies | \$1,115 |
| 5000-5999 Services and other operating expenditures | \$1,062 |
| Administrative and indirect costs | \$393 |
| Total year-to-date expenditures | \$20,022 |
| 2016-17 Unspent funds | \$68,607 |

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2016-17 Title III Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

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

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

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

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

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

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

| | |
|---|----------|
| 2016-17 Title III immigrant entitlement | \$11,498 |
| Object Code - Activity | |
| 1000-1999 Certificated personnel salaries | \$0 |
| 2000-2999 Classified personnel salaries | \$1,413 |
| 3000-3999 Employee benefits | \$333 |
| 4000-4999 Books and supplies | \$0 |
| 5000-5999 Services and other operating expenditures | \$49 |
| Administrative and indirect costs | \$36 |
| Total year-to-date expenditures | \$1,831 |
| 2016-17 Unspent funds | \$9,667 |

*****Warning*****

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Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **OUTREACH CONCERN CONTRACT FOR PROFESSIONAL SERVICES**
DATE: June 8, 2018

Background:

Outreach Concern is a non-profit, pupil personnel organization currently providing counseling and support services to over 200 schools throughout Southern California, serving over 600,000 children, adolescents, and families. Their purpose is to develop, implement, manage and evaluate comprehensive, school counseling programs that support students.

Outreach Concern will provide In-School Counseling Programs, Regional Field Supervisors, a Safety Crisis Hotline, Emergency Response Team, Community Clinic, Multi-County Referral Network, Workshops and Prevention Programs, In-service Training for Teachers and Staff and Parenting Workshops for Courreges, Cox, Gisler, Newland, Oka, Plavan and Tamura Elementary schools.

Fiscal Impact:

A stipend of \$85,000 paid in 10 monthly installments throughout the 2018-2019 school year.

Recommendation:

It is recommended that the Board of Trustees approves the contract between FVSD and Outreach Concern.

Contract for Professional Services

Outreach Concern is a nonprofit, pupil personnel organization founded in 1993. We currently provide counseling and support services to over 200 schools throughout Southern California, serving over 600,000 children, adolescents, and families. Our purpose is to develop, implement, manage, and evaluate comprehensive, school counseling programs that support students and contribute to the mission of the schools we serve.

Outreach Concern, Inc. ("Outreach"), a California nonprofit corporation, hereby proposes to provide pupil personnel services to the following schools in the Fountain Valley School District: Cox, Oka, Plavan, Courreges, Gisler, Tamura and Newland as itemized in this proposal for a continuous period of time from September 2018 to June 2019.

I. Services

Outreach will provide the following pupil personnel services:

- 1. In-school Counseling Program:** Outreach Concern will provide 4 days counseling service for Cox, Oka and Plavan Elementary Schools and 2 days counseling service for Courreges, Gisler, Tamura and Newland Elementary Schools. Each school is assigned a staff of highly trained and qualified counselors who provide for the ongoing counseling and pupil personnel needs of the school and student population. The scope of the on site-counseling program will be mutually determined by the school and Outreach Concern.
- 2. Regional Field Supervisors:** Each school is assigned a RFS whose responsibility is to train, manage, and supervise the counseling staff in the assigned school, as well as support the pupil personnel needs of the school, working closely with the principal and faculty.
- 3. Outreach Concern School Safety Crisis Hotline:** The crisis hotline is available to all students attending our contracted schools, providing them and their families access to a trained counselor where or whenever they need additional support, 24 hours a day, 365 days a year.
- 4. Outreach Concern Emergency Response Team:** In the event of a catastrophic situation or accident on a school campus, Outreach Concern will respond by incorporating our Crisis Response Team, consisting of a specialized clinical staff that can assist students and faculty in transitioning through whatever crisis has impacted the school, faculty, and student population.
- 5. Community Clinic:** Many times, a troubled child is only a symptom of a deeper problem within the family. In some situations, a family needs additional guidance and support in dealing with a disturbed child or adolescent, or other issues that are impacting their lives. Our community clinic provides counseling services to assist families through difficult times, as well as providing them managing and parenting skills for their immediate and long-term needs. Services are provided on a sliding scale basis.

Initials: _____

6. **Multi-County Referral Network:** In the event that a student's needs cannot be met by the Outreach Concern counseling staff in the school, we have contracted with a group of licensed professionals throughout Orange and Los Angeles Counties who are willing to either support or continue the quality of care to students and their families on a sliding fee scale basis.

7. **Workshops and Prevention Programs for Students:** In-classroom workshops for students on a variety of topics, such as study skills, bullying, and substance abuse, can be provided to assist them in dealing with today's life problems that affect them both inside and outside the classroom.

8. **In-service Training for Teachers:** Teachers and principals fill a vitally important role in children's lives. Our workshops are designed to give them additional management and coping skills for the classroom and help create a positive teaching environment.

9. **Parenting Workshops:** It is often said that children/adolescents do not come with an instruction manual. But parenting skills can be learned and improved. The goal of our in-service parenting training is to provide information to parents to assist them in developing strong supportive family relationships.

II. Terms

1. All counseling and support services provided by Outreach will be provided by qualified professionals, licensed and unlicensed, who will perform counseling services in accordance with the professional dictates of Outreach Concern.

2. All intern-counselors will be provided by Outreach with weekly clinical supervision by the Outreach Concern staff. Clinical Supervisors will be psychiatrists, psychologists, MFCCs, LCSWs, or Outreach Concern staff who are Service Associate Therapists to Outreach. Additional guidance will be available to intern-counselors by Regional Field Supervisors and by telephone at any time the counselor is working on the School campus. Counselors assigned to a school site will maintain close communications with the principal. A caseload list and schedule will be provided to the principal and kept updated.

3. Liability insurance for counselors is the responsibility of Outreach. Outreach shall maintain general/professional liability insurance at \$2,000,000/occurrence and includes required coverage for sexual abuse and molestation.

4. The Outreach Concern Regional Field Supervisor and intern-counselors will comply with fingerprint requirements as required by the Fountain Valley School District. All costs associated with this requirement will be the responsibility of the individual Regional Field Supervisor or intern-counselor.

5. The Outreach Concern Regional Field Supervisor and inter-counselors will comply with TB test requirements as required by the Fountain Valley School District. All costs associated with this requirement will be the responsibility of the individual Regional Field Supervisor or intern-counselor.

Initials: _____

6. Counselors are recognized by the School to be employees of Outreach. They are bound by contracts with Outreach, by the ethical and legal obligations of the counseling profession, the laws regarding counseling of minors in the State of California, and the regulations of Outreach, including the provisions of Education Code 49602, and Penal Code 11164 et. Seq. (CA Child Abuse and Neglect Reporting Act).
7. Counselors may not take on additional responsibility for the School administration as Outreach is a legally separate entity from the School and its counselors are not members of the School's staff. Counselors are employees of Outreach and are answerable only to the Executive Director and their Regional Field Supervisor.
8. Business matters between the School and Outreach are the responsibility of the Principal and the Executive Director and may not be handled by the counselor or by any other members of the School administration or staff.
9. Counseling matters are the responsibility of the Regional Field Supervisor and the Principal and may not be handled by any other member of the School administration or staff.
10. Outreach will be the sole responsible party for all pupil personnel services at the School and the School shall not engage the services of any other group, agency, or individual for the purpose of providing these services during the term of this contract, excluding Spec. Ed. needs.
11. The relationship of Outreach to the School shall be that of an independent contractor. Nothing in this agreement shall be construed to create an employer-employee or principal agent agreement. Outreach agrees to indemnify the School and hold it harmless from all claims, demands, and liabilities of any kind relative to any act or omission of Outreach, its counselors, agents, employees, or subcontractors.

III. Provisions by the School District

The School/School District shall provide the following:

1. Suitable office space for counseling services in which the counselor can conduct therapy sessions with confidentiality and without disturbance.
2. A telephone available to the counselor for professional calls requiring privacy.
3. Parental consent forms must be distributed, collected, and recorded by the school, and made available to the Regional Field Supervisor before a child can be seen by a counselor unless in the case of an emergency.
4. New schools will provide an opportunity early in the school year at which a member of the Outreach administrative staff will speak to the parents to explain the counseling services available to them. Returning schools may request a parent meeting, if so desired.
5. A presentation to the faculty early in the school year to explain the counseling services.

Initials: _____

6. In the event that the Board and Cabinet of the Fountain Valley School District determines counseling needs at schools require fewer days than are currently being contracted for, services may be shifted to another site, depending upon need. Outreach Concern would require a 30 day notice of any changes in service location to make an appropriate transition.

IV. Terms of Payment

Pupil personnel services to the Fountain Valley School District for the following schools: **Cox, Oka, Plavan, Courreges, Gisler, Tamura and Newland.** For such services, **Fountain Valley School District** shall pay a stipend of \$85,000 to Outreach Concern for counseling services for the District Schools for the 2018-2019 school year.

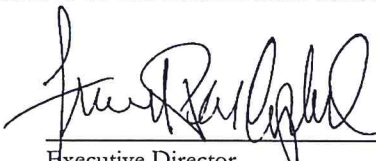
Payment shall be paid under the following terms:

Payment Shall be paid in 10 monthly installments totaling \$85,000 throughout the 2018-2019 school year. Invoices will be submitted directly to the Fountain Valley School District for 10 monthly payments of \$8,500 expected by the 15th of the month.

V. Acceptance of Terms

Signature of the contract by an authorized representative of the School shall constitute acceptance of this contract and its terms.

District Representative



Executive Director
Outreach Concern, Inc., a CA nonprofit
public benefit corporation

District

Date

Date

Initials: _____



Fountain Valley School District
Curriculum and Instruction
Child Care Programs Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **RESOLUTION 2018-32: CSPP CONTRACT 2018-19**
DATE: June 8, 2018

Background:

CSPP-8343, California State Preschool Program, is a contract for our State Funded Preschool Program with the California Department of Education. The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$45.73 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$269,807.00.

Fiscal Impact:

The CDE has awarded the Fountain Valley School District State Preschool Program a contract for \$269,807 for the 2018-19 school year.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-32 to approve Contract Number CSPP-8343 with the California Department of Education for the State Preschool Program for the school year 2018-19 and authorize Mona Green, Child Care Programs Director, to sign all documents.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2018**CONTRACT NUMBER:** CSPP-8343**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6649-00-8**CONTRACTOR'S NAME:** FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$269,807.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 5,900.0

Minimum Days of Operation (MDO) Requirement 180

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

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Jaymi Brown,

TITLE

Contract Manager

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

AMOUNT ENCUMBERED BY THIS

\$ 269,807

PRIOR AMOUNT ENCUMBERED FOR

\$ 0

TOTAL AMOUNT ENCUMBERED TO

\$ 269,807

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

(OPTIONAL USE) 0656

23038-6649

ITEM 30.10.010.

6100-196-0001

CHAPTER

B/A

FUND TITLE

General

STATUTE

2018

FISCAL YEAR

2018-2019

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-6105 Rev-8590

Department of General Services
use only

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

T.B.A. NO.

B.R. NO.

DATE

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

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.**

| |
|---------------------------|
| RESOLUTION 2018-32 |
|---------------------------|

BE IT RESOLVED THAT the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-7342 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 14th day of June, 2018, by the governing Board of the Fountain Valley School District of Orange County, California.

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

Board Clerk

Date



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE THE THREE YEAR RENEWAL OF PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICE AGREEMENT WITH KEENAN & ASSOCIATES AND SOUTHERN CALIFORNIA RELIEF JOINT POWERS MEMBERSHIP**
DATE: June 8, 2018

Background:

In June 2015, the Board of Trustees for the Fountain Valley School District signed a three-year agreement to continue property liability claims administration with Keenan & Associates. Considering Keenan's attention to customer service, along with annual fees reflecting only modest increases, it is recommended that Fountain Valley School District renew its claims administration agreement with Keenan and Associates and Southern California ReLief (SCR) membership for another three years.

Per current contract terms, either party has the option of termination without cause or penalty by giving a sixty-day (60) written notice.

Fiscal Impact:

Fiscal impact is determined on an annual basis with consideration given to current market conditions and the property and liability claims experience of the District.

Recommendation:

It is recommended that the Board of Trustees approves the Renewal of the Property and Casualty Claims Administration Services Agreement with Keenan & Associates and Southern California ReLief Joint Powers Authority Membership for a period of three years, July 1, 2018 through June 30, 2021.

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **Fountain Valley School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2018** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2018** through **June 30, 2021** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services



Exhibit A-2 – Adjustment Services



Exhibit A-3 – Investigative Services



Exhibit A-4 – Additional Investigative Services



B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by **Southern California ReLiEF**. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan's responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- C. Errors and Omissions: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- D. Cyber Liability/Privacy: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special

damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
 - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
- C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES**

- A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **OWNERSHIP OF RECORDS**

- A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.

12. **SOLICITATION OF EMPLOYEES**

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. **OTHER RELATIONSHIPS**

- A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.
- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. **GENERAL**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

I. This Agreement may be executed in counterparts and by fax signatures.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

| <u>Fountain Valley School District</u> | | <u>Keenan & Associates</u> | |
|---|---|---------------------------------------|--------------------------------------|
| <u>Signature:</u> | | <u>Signature:</u> | |
| <u>By:</u> | Christine Fullerton | <u>By:</u> | Steven V. Moccardini |
| <u>Title:</u> | Assistant Superintendent, Business | <u>Title:</u> | Vice President |
| <u>Address:</u> | 10055 Slater Avenue | <u>Address:</u> | 2355 Crenshaw Blvd., Ste. 200 |
| | Fountain Valley, CA 92608 | | Torrance, CA 90501 |
| <u>Telephone:</u> | | <u>Telephone:</u> | (310) 212-0363 ext. 2624 |
| <u>Attention:</u> | | <u>Attention:</u> | Greg Trapp |
| <u>E-mail:</u> | | <u>E-mail:</u> | gtrapp@keenan.com |

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.
2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“Section 111”) requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services (“CMS”). Client is the Responsible Reporting Entity (“RRE”), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

- a. Determine whether or not a Section 111 report (“Report”) must be filed; and
 - b. File any required Reports on behalf of Client.
2. When a claim payment or settlement exceeds Client’s retained limit or deductible (“MRL/Deductible”), Keenan, as Client’s TPA, shall file a Report with respect to the portion of the payment made from the client’s MRL/Deductible. The coverage provider, **Southern California ReLiEF**, is responsible for submitting a Report with respect to any payments made by the coverage provider.
3. It is the Client’s responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.
4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.
5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

EXHIBIT B COMPENSATION

1. Client agrees to pay Keenan fees calculated as follows:

A. For the period of **July 1, 2018-June 30, 2019:**

| | |
|------------------------------|------------------------|
| V.P./A.V.P./Claims Manager - | \$92.75 per hour |
| Senior Claims Examiner - | \$87.50 per hour |
| Claims Examiner - | \$77.50 per hour |
| Expenses - | 42% of hourly billings |
| Minimum per file charge | One hour |

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.
3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.
4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Student Accident Insurance – 2018-19**
DATE: May 18, 2018

Background:

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

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

Fiscal Impact:

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

Recommendation:

It is recommended that the Board of Trustees approves the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2018-19 school year.



Fountain Valley School District

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 www.fvsd.us

TO: Mark Johnson, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

DATE: May 22, 2018

BACKGROUND

During the fall of this 2017-18 school year, there were two classrooms at Plavan School which required an “overenrollment aide” as specified in the FVEA contract. This was due to the fact that enrollment in two 5th grade classes increased to 34 students. Two current Instructional Assistants were hired to fill the extra 10 hours/week required. Since it is too early to be certain of enrollment and whether extra staffing hours are needed next fall, it is recommended that they be eliminated.

Notice to the persons serving in the positions affected by this layoff shall be in accordance with Education Code 45117, Article 11.2 of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACTS

The following classified positions shall be eliminated following the required 60 day notice (as of August 17, 2018):

| <u>Classification</u> | <u>School</u> | <u>Hours/week</u> |
|----------------------------|---------------|-------------------|
| 1. Instructional Assistant | Plavan | 10 |
| 2. Instructional Assistant | Plavan | 10 |

RECOMMENDATION

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