



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 27, 2019

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

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BOARD WORKSHOP

1. SAFE SCHOOLS TASK FORCE UPDATE

Superintendent Mark Johnson will provide an update for the Board of Trustees of the research, discussions and findings of the first year of the Safe Schools Task Force.

- 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.

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.
- Conference with Labor Negotiator: *Government Code 54957.6*
Board designated representative: President Ian Collins and President Pro Tem Jeanne Galindo
Unrepresented employee: Superintendent
- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. PRESENTATION OF THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S ANNUAL REPORT

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. Judy Edwards, Chairperson of the Fountain Valley School District CBOC will present highlights of the written report for the 2018-2019 fiscal year.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

3. PUBLIC HEARING ON TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed agreement for the 2018-19 and 2019-20 school years between Fountain Valley School District and the Fountain Valley Education Association. Public input is welcome.

4. PUBLIC HEARING ON TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed agreement for the 2018-19 school year between

Fountain Valley School District and the California School Employees Association, Chapter #358. Public input is welcome.

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

- 5. **PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR THE 2018-19 AND 2019-20 SCHOOL YEARS** M ___
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Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the Fountain Valley Education Association for the 2018-19 and 2019-20 school years.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the Fountain Valley Education Association for the 2018-19 and 2019-20 school years.

- 6. **PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 FOR 2018-19 SCHOOL YEAR** M ___
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Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the California School Employees Association, Chapter 358 for the 2018-19 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the California School Employees Association, Chapter 358 for the 2018-19 school year.

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7. AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2018-19 AND 2019-20 SCHOOL YEARS

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On June 12, 2019 FVSD and Fountain Valley Education Association reached a tentative agreement on all matters subject to collective bargaining for the contract years July 1, 2018 through June 30, 2020. The tentative agreement was ratified by Fountain Valley Education Association on June 19, 2019. The agreement includes the following compensation increases for 2018-19: a 3.00% increase to the 2017-18 certificated salary schedule, effective July 1, 2018; a one-time 1.00% off schedule salary increase for bargaining unit members employed at the time of ratification of the 2018-2020 agreement; an increase of \$500.00 to the District’s contribution to health and welfare benefits, effective January 1, 2020. The agreement includes the following compensation increases for 2019-2020: a 2.00% increase to the 2018-19 certificated salary schedule, effective July 1, 2019; an increase of \$500.00 to the District’s contribution to health and welfare benefits, effective January 1, 2021.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the agreement between the Fountain Valley School District and Fountain Valley Education Association dated June 12, 2019.

8. AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2018-19 SCHOOL YEAR

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On June 13, 2019, CSEA and FVSD met to address language included in the December 19, 2018 agreement. The agreement was ratified by CSEA Chapter #358 on June 20, 2019. The agreement includes an additional 1.75% increase to the 2017-18 classified salary schedule, for a total salary increase of 3.00%; an additional \$250.00 to the District’s contribution to health and welfare benefits for full-time classified employees (for a total increase of \$500.00) and an additional \$125.00 to the District’s contribution to health and welfare benefits for part-time classified employees working 20 to 29.99 hours per week (for a total increase of \$250.00) increasing the District’s contribution to health and welfare benefits for full-time classified employees to \$10,000.00 and for part-time classified employees working 20 to 29.99 hours per week to \$5,000.00, effective January 1, 2020.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the agreement between the Fountain Valley School District and California School Employees Association, Chapter 358 dated June 13, 2019.

9. DISCLOSURE OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES SALARY INCREASES

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Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District’s bargaining unit members. The District recently concluded negotiations with the Fountain Valley Education

Association (FVEA) for the 2018-19 and 2019-20 fiscal years. The District’s management and confidential employees will receive the same salary and benefits increases as those outlined in the attached for FVEA members.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2018-19 and 2019-20 school years.

10. APPROVAL OF THE 2019-20 LOCAL CONTROL ACCOUNTABILITY PLAN FOR PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT

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).

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Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the 2019-20 Local Control Accountability Plan for Fountain Valley School District.

11. APPROVAL OF THE 2019-20 LCAP FEDERAL ADDENDUM

Local Education Agencies (LEAs) applying for Every Student Succeeds Act (ESSA) funds must complete the Local Control Accountability Plan (LCAP) Federal Addendum as part of meeting the requirements for the ESSA LEA Plan.

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Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the LCAP Federal Addendum as presented in order for the District to apply for, and receive, Federal Title I, Title II, Title III, and Title IV funding.

12. APPROVAL OF 2019-20 DISTRICT BUDGET

The 2019-20 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

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Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the budget for fiscal year 2019-20.

13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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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

- 13-A. Board Meeting Minutes from June 13th regular meeting
- 13-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-C. Donations
- 13-D. Warrants
- 13-E. Purchase Order Listing

Consent Items

13-F. APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2020 and authorizes the Superintendent or his designee to sign all documents.

13-G. RESOLUTION 2019-19: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-19: Authorization of Signatures on Replacement Warrants.

13-H. RESOLUTION 2019-20: APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-20 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

13-I. RESOLUTION 2019-21: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-21: Authorization of Approval of Vendor Claims/Orders.

13-J. RESOLUTION 2019-22: AUTHORIZATION OF SIGNATURES

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-22: Authorization of Signatures.

13-K. APPROVAL OF RESOLUTION 2019-23 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2019-20 FISCAL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-23, approving the expenditure of Education Protection Account funds to be received quarterly during the 2019-20 fiscal year.

13-L. RESOLUTION 2019-24 TEMPORARY INTER-FUND TRANSFERS FROM FUND 40

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, 2019 through June 30, 2020 and authorizes the Superintendent or designee to sign all documents.

12-M. APPROVAL OF ORANGE COUNTY DEPARTMENT OF EDUCATION POWERSCHOOL CONTRACTS (FORMERLY KNOWN AS SUNGARD)

Superintendent's Comments: It is recommended that the Board approves Agreement Number 42950 – Amendment #3, “Business-Plus System Support” and Agreement 46315 – Amendment #1 “Human Resources Application” with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

13-N. ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S 2018-2019 ANNUAL REPORT

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2018-2019 Annual Report.

13-O. APPROVE THE 2019-2020 NETWORK SUPPORT SERVICES AGREEMENT # 47946 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION IN THE AMOUNT OF \$2,400.00

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2019-2020 Network Support Services Agreement # 47946 with OCDE for \$2,400.00.

13-P. APPROVE AGREEMENT #47947 INTERNET ACCESS AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION

Superintendent's Comments: It is recommended that the Board of Trustees approve Agreement #47947, Internet Access Agreement with the Orange County Department of Education.

13-Q. APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND MANAGEMENT INFORMATION SERVICES WITH SCHOOL SERVICES OF CALIFORNIA, INC.

Superintendent's Comments: It is recommended that the Board of Trustees approve the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

13-R. APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE

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

13-S. STUDENT ACCIDENT INSURANCE 2019-20

Superintendent's Comments: It is recommended that the Board of Trustees approves the selection of CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2019-20 school year.

13-T. NOTICE OF REDUCTION IN HOURS FOR CLASSIFIED POSITIONS

Superintendent's Comments: It is recommended that the Board of Trustees reduces the four existing Noon Duty Aide positions at Gisler School from six hours to five hours/week as described in the attached memo.

13-U. APPROVE THE USE OF CHINO VALLEY UNIFIED SCHOOL DISTRICT PIGGYBACK BID #17-18-17F FOR THE PURCHASE AND INSTALLATION OF VIEWSONIC TOUCH DISPLAYS

Superintendent's Comments: It is recommended that the Board of Trustees approve the use of the Chino Valley Unified School District's Piggyback Bid #17-18-17F for the purchase and installation of Viewsonic touch displays.

13-V. AGREEMENT WITH SCHOOLSFIRST PLAN ADMINISTRATION, LLC

Superintendent's Comments: It is recommended that the Board of Trustees approves this agreement between Fountain Valley School District and SchoolsFirst Plan Administration, LLC, with a plan document program compliant with IRS regulations.

13-W. EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS

Superintendent's Comments: It is recommended that the Board of Trustees approve annual agreements for the 2019-20 school year.

13-X. APPROVAL OF AGREEMENT WITH SITEIMPROVE INC.

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with SiteImprove, Inc. for the 2019-20 school year for \$6,575.00.

13-Y. APPROVAL OF AGREEMENT WITH TITAN HEALTH & SECURITY TECHNOLOGIES, INC (TITAN HST)

Superintendent’s Comments: It is recommended that the Board of Trustees approve the agreement with Titan HST for the 2019-20 school year for \$5,811.00.

13-Z. NON-PUBLIC AGENCY CONTRACTS

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Del Sol School	N/A	7/1/19-6/30/20
Del Sol School	\$54,792	7/1/19-6/30/20
Del Sol School	\$58,477	7/1/19-6/30/20
Olive Crest Academy—Garden Grove	N/A	7/1/19-6/30/20
Olive Crest Academy—Orange	N/A	7/1/19-6/30/20
Olive Crest Academy	\$47,264	7/1/19-6/30/20
Olive Crest Academy	\$49,370	7/1/19-6/30/20
Olive Crest Academy	\$49,370	7/1/19-6/30/20
Verbal Behavior Associates, Inc.	N/A	7/1/19-6/30/20
Verbal Behavior Associates, Inc.	\$4,400	7/1/19-6/30/20

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, August 8, 2019 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 27, 2019



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **BOARD WORKSHOP: SAFE SCHOOLS TASK FORCE UPDATE**
DATE: June 24, 2019

Background:

Superintendent Mark Johnson will provide an update for the Board of Trustees of the research, discussions and findings of the first year of the Safe Schools Task Force.

Board meeting of June 27, 2019



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **PRESENTATION OF THE MEASURE O CITIZEN'S BOND
OVERSIGHT COMMITTEE'S ANNUAL REPORT**
DATE: June 24, 2019

Background:

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. Judy Edwards, Chairperson of the Fountain Valley School District CBOC will present highlights of the written report for the 2018-2019 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

MEASURE O

CITIZEN'S BOND OVERSIGHT COMMITTEE



ANNUAL REPORT
JULY 1, 2018 – JUNE 30, 2019
EXPENDITURES & COMMITTEE ACTIVITIES

June 27, 2019

Measure O Committee Members

Judy Edwards, Chairperson

David Albert, Member

Tom Antal, Member

Regan Carpentier, Member

Jim Escutia, Member

Brad Gaston, Member

Bonnie Hanson, Member

Joy Moyers, Member

Amy Nguyen, Member

Joni Tenda, Member

Ami Vu, Member

Janice Vuong, Member

Jennifer Weimer, Member



Submitted to the Fountain Valley School District Board of Trustees

Mr. Ian Collins, President

Mrs. Jeanne Galindo, President Pro-Tem

Mrs. Sandra Crandall, Clerk

Mrs. Lisa Schultz, Member

Jim Cunneen, Member

PURPOSE OF THE COMMITTEE

The voters of the Fountain Valley School District approved a \$63 million bond measure with 63.2% YES vote on November 8, 2016. The proceeds of the bonds are intended to be used to repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems; upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science and technology; and improve student safety and campus security.

As set forth in Prop 39, the purpose of the Measure O Citizens' Bond Oversight Committee is to review and report on the proper expenditure of taxpayers' money for school construction on the Measure O bond projects.

COMMITTEE'S ACTIVITIES

For Fiscal Year 2018-2019, the CBOC conducted quarterly meetings which included review of facilities projects and project expenditures. Some of these meetings were held at District school sites to familiarize the CBOC with Measure O project construction progress:

October 15, 2018, Masuda Elementary School
January 14, 2019, Courreges Elementary School
May 20, 2019, District Office

In addition, on January 14, 2019, the CBOC received the annual Financial and Performance Audit reports for the 2017/2018 Fiscal Year.

In accordance with the provisions of the Ralph M. Brown Public Act, the committee conducts meetings for the public's attendance and participation. Meeting agendas and notices are sent to committee members and posted within the required period of time. Notices are posted at the Fountain Valley School District's Office and the District's website. Meeting notices, agenda, minutes and all other documents received by the committee are a matter of public record and are available on the Fountain Valley School District's website.

District Staff presented financial reports, communications, project and program updates at each meeting of the CBOC. Handouts were distributed at the meetings and subsequently posted to the District's Measure O CBOC web page.

AUDIT FINDINGS

On January 14, 2019, the CBOC received the annual Financial and Performance Audit reports for the 2017/2018 Fiscal Year. There were no findings reported for the Measure O financial statements. It was also concluded that the District properly accounted for the expenditures in the building fund and expenditures were made for authorized Bond projects.

MEASURE O PROJECT UPDATE

The first phase of the Measure O project includes Courreges Elementary and Masuda Middle School. The Division of State Architects approved the plans for Masuda in December of 2017 and Courreges in February of 2018 and work began at both schools in June of 2018.

Masuda Middle School: The modernization and HVAC work on the main buildings at Masuda are complete and the last group of teachers returned to their classrooms on May 23, 2019. Work on the portable classrooms and grounds, including asphalt, will continue over the summer with an anticipated completion date of August 2019.



Courreges Elementary School: The Courreges is in the last phase of modernization and HVAC work on the classrooms. This final phase of classroom upgrades, along with work on the portables and asphalt is expected to be completed in August of 2019.



Work on the Phase two schools, Cox Elementary, Fulton Middle School, and Tamura Elementary is scheduled to begin June 21, 2019. Phase three schools, Gisler Elementary and Talbert Middle School are currently in the design phase and plans are scheduled to be submitted to the Division of State Architects in fall 2019.

COMMITTEE'S CONCLUSION

The Measure O Citizens' Bond Oversight Committee is pleased to inform the public, and the Fountain Valley School District Board of Trustees, that the District is in compliance with Article XIII A, section 1(b)(3) of the California Constitution. The current projects are authorized under Measure O and bond proceeds have been expended in accordance with the ballot measure. Additional information, including meeting agendas, minutes, and handouts are available on the District website: <https://www.fvsd.us/apps/pages/MeasureO-CBOC>.

Board Meeting of June 27, 2019

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2018-19 AND 2019-20

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 27, 2019 at 6:30 p.m. in the Board Room, located at 10055 Slater Avenue in Fountain Valley, will conduct a public hearing on the tentative agreement between the Fountain Valley School District and the Fountain Valley Education Association for the 2018-19 and 2019-20 school year. Public input is welcomed.

FOUNTAIN VALLEY SCHOOL DISTRICT

Cathie Abdel

Assistant Superintendent, Personnel

Board Meeting of June 27, 2019

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 FOR 2018-19

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 27, 2019 at 6:30 p.m. in the Board Room, located at 10055 Slater Avenue in Fountain Valley, will conduct a public hearing on the tentative agreement between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2018-19 school year.

Public input is welcomed.

FOUNTAIN VALLEY SCHOOL DISTRICT

Cathie Abdel

Assistant Superintendent, Personnel



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: **Tentative Agreement between FVEA and FVSD**
DATE: June 17, 2019

Background:

On June 19, 2019, the Fountain Valley Education Association (FVEA) ratified a “Tentative Agreement” between FVEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

As of June 12, 2019 FVEA and FVSD have agreed to a two-year contract covering 2018-19 and 2019-20. For the 2018-19 year, the proposed settlement includes a three percent (3.0%) increase to the 2017-18 salary schedule retroactive to July 1, 2018 and a one-time, one percent (1.0%) off-schedule payment for all FVEA members employed at the time of ratification of the 2018-19 agreement. For the 2018-19 year, the proposed settlement includes a two percent (2.0%) increase to the 2018-19 salary schedule effective July 1, 2019.

Furthermore, effective January 1, 2020 the negotiated H&W cap will increase \$500 with an additional \$500 increase effective January 1, 2021 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%.

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

Fiscal Impact:

The fiscal impact of this settlement for certificated bargaining unit members is estimated to be approximately \$1,199,022 in 2018-19 and \$680,151 in 2019-20. Details of the impact are included in the attached “Disclosure of Collective Bargaining Agreement.” This agreement will be effective for the period from July 1, 2018 thru June 30, 2020.

Recommendation:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and FVEA for the 2018-19 and 2019-20 school years.

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

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

Fountain Valley Elementary School District - Fountain Valley Education

School District - Bargaining Unit: Association (FVEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2019
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2018-19	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2018-19	Year 2 Increase/(Decrease) FY 2019-20	Year 3 Increase/(Decrease) FY 2020-21
1 Salary Schedule Increase (Decrease)	24,564,229	\$ 736,927	\$ 506,023	\$ -
		3.00%	2.06%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ 553,867	\$ 262,258	\$ -	\$ -
		47.35%	0.00%	0.00%
Description of other compensation	Additional Duty, Stipends, Overtime, etc.	Off-Schedule, one-time payment and on-schedule increase to other compensation		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 5,016,084	\$ 199,837	\$ 105,253	\$ -
		3.98%	2.10%	0.00%
5 Health/Welfare Plans	\$ 2,514,058	\$ -	\$ 68,875	\$ 206,625
		0.00%	2.74%	8.22%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 32,648,238	\$ 1,199,022	\$ 680,151	\$ 206,625
7 Total Number of Represented Employees (Use FTEs if appropriate)	275.5	275.5	275.5	275.5
8 Total Compensation Average Cost per Employee	\$ 118,505	\$ 4,352	\$ 2,469	\$ 750
		3.67%	2.08%	0.63%

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

The District and FVEA have reached a two-year collective bargaining agreement for the 2018-19 and 2019-20 school years. The total salary increase for 2018-19 is comprised of a 3.0% on-schedule increase to the 2017-18 salary schedule (retroactive to 7/1/18), a 1.0% off-schedule payment for all FVEA members employed at the time of ratification of the agreement plus an increase to the health and wellness cap of \$500 (effective 1/1/2020) per full-time certificated bargaining unit member and \$250 increase for part-time certificated bargaining unit member. The negotiated salary increase for 2019-20 is a 2.0% on-schedule increase to the 2018-19 salary schedule plus an additional increase to the health and wellness cap (effective 1/1/2021) of \$500 per full-time certificated bargaining unit member and \$250 increase for part-time certificated bargaining unit member. The fiscal impact to the General Fund of this recent settlement is estimated to be approximately \$1,199,022 in 2018-19, \$680,151 in 2019-20 and \$206,625 in 2020-21.

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

None.

11. Please include comments and explanations as necessary.

None.

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

If yes, please describe the cap amount.

Effective 1/1/20, the negotiated H&W cap will increase \$500 to \$10,000 per full-time certificated bargaining unit member and \$250 increase for part-time certificated bargaining unit member. Effective 1/1/21, the negotiated H&W cap will increase an additional \$500 to \$10,500 per full-time certificated bargaining unit member and \$250 increase for part-time certificated bargaining unit member.

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

Contract language additions/changes to the following articles: V Fair Share, Dues Remittance, District Obligations, VII Stipends, IX Pregnancy Disability Leave and Parental Leave. See Tentative Agreement dated June 12, 2019 for details.

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

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

None.

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

None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Operating deficits of approximately \$1.1M and \$1.9M projected in 2019-20 and 2020-21, respectively. This projection is based on the assumption that one-time expenditures will occur over the next couple of years as the District spends down one-time funds, which have been set aside for text book adoptions, technology replacement, facilities needs and other non-recurring expenditures.

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

None.

G. Source of Funding for Proposed Agreement

1. Current Year

LCFF revenues.

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

N/A.

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

LCFF revenues.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/27/2019)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 52,199,713	\$ -	\$ -	\$ 52,199,713
Remaining Revenues (8100-8799)	\$ 3,117,125	\$ -	\$ -	\$ 3,117,125
TOTAL REVENUES	\$ 55,316,838	\$ -	\$ -	\$ 55,316,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,688,392	\$ 639,479	\$ 132,686	\$ 24,460,557
Classified Salaries (2000-2999)	\$ 6,433,467	\$ -	\$ 147,276	\$ 6,580,743
Employee Benefits (3000-3999)	\$ 9,696,594	\$ 127,896	\$ 67,715	\$ 9,892,204
Books and Supplies (4000-4999)	\$ 2,381,034	\$ -	\$ -	\$ 2,381,034
Services, Other Operating Expenses (5000-5999)	\$ 2,304,240	\$ -	\$ -	\$ 2,304,240
Capital Outlay (6000-6599)	\$ 123,651	\$ -	\$ -	\$ 123,651
Other Outgo (7100-7299) (7400-7499)	\$ 96,000	\$ -	\$ -	\$ 96,000
Direct Support/Indirect Cost (7300-7399)	\$ (267,757)	\$ -	\$ -	\$ (267,757)
Other Adjustments				
TOTAL EXPENDITURES	\$ 44,455,621	\$ 767,374	\$ 347,677	\$ 45,570,672
OPERATING SURPLUS (DEFICIT)	\$ 10,861,217	\$ (767,374)	\$ (347,677)	\$ 9,746,166
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ (9,511,518)	\$ -	\$ -	\$ (9,511,518)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,548,308	\$ (767,374)	\$ (347,677)	\$ 433,257
BEGINNING BALANCE	\$ 14,743,917			\$ 14,743,917
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 16,292,225	\$ (767,374)	\$ (347,677)	\$ 15,177,174
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ -	\$ -	\$ 4,248,001
Reserve for Economic Uncertainties (9789)	\$ 1,921,413	\$ 35,971	\$ 12,672	\$ 1,970,056
Unassigned/Unappropriated (9790)	\$ 9,977,811	\$ (803,345)	\$ (360,349)	\$ 8,814,117

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/27/2019)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 10,199,599	\$ -	\$ -	\$ 10,199,599
TOTAL REVENUES	\$ 10,199,599	\$ -	\$ -	\$ 10,199,599
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 5,152,505	\$ 359,707	\$ -	\$ 5,512,212
Classified Salaries (2000-2999)	\$ 3,705,044	\$ -	\$ 58,372	\$ 3,763,416
Employee Benefits (3000-3999)	\$ 5,416,817	\$ 71,941	\$ 16,344	\$ 5,505,103
Books and Supplies (4000-4999)	\$ 923,320	\$ -	\$ -	\$ 923,320
Services, Other Operating Expenses (5000-5999)	\$ 3,284,767	\$ -	\$ -	\$ 3,284,767
Capital Outlay (6000-6599)	\$ 40,000	\$ -	\$ -	\$ 40,000
Other Outgo (7100-7299) (7400-7499)	\$ 716,329	\$ -	\$ -	\$ 716,329
Direct Support/Indirect Cost (7300-7399)	\$ 139,080	\$ -	\$ -	\$ 139,080
Other Adjustments				
TOTAL EXPENDITURES	\$ 19,377,862	\$ 431,648	\$ 74,717	\$ 19,884,227
OPERATING SURPLUS (DEFICIT)	\$ (9,178,263)	\$ (431,648)	\$ (74,717)	\$ (9,684,628)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,511,518	\$ -	\$ -	\$ 9,511,518
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 333,255	\$ (431,648)	\$ (74,717)	\$ (173,110)
BEGINNING BALANCE	\$ 1,727,339			\$ 1,727,339
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,060,594	\$ (431,648)	\$ (74,717)	\$ 1,554,229
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,060,594	\$ (431,648)	\$ (74,717)	\$ 1,554,229
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/27/2019)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 52,199,713	\$ -	\$ -	\$ 52,199,713
Remaining Revenues (8100-8799)	\$ 13,316,724	\$ -	\$ -	\$ 13,316,724
TOTAL REVENUES	\$ 65,516,437	\$ -	\$ -	\$ 65,516,437
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 28,840,897	\$ 999,185	\$ 132,686	\$ 29,972,768
Classified Salaries (2000-2999)	\$ 10,138,511	\$ -	\$ 205,649	\$ 10,344,160
Employee Benefits (3000-3999)	\$ 15,113,411	\$ 199,837	\$ 84,059	\$ 15,397,307
Books and Supplies (4000-4999)	\$ 3,304,354	\$ -	\$ -	\$ 3,304,354
Services, Other Operating Expenses (5000-5999)	\$ 5,589,007	\$ -	\$ -	\$ 5,589,007
Capital Outlay (6000-6599)	\$ 163,651	\$ -	\$ -	\$ 163,651
Other Outgo (7100-7299) (7400-7499)	\$ 812,329	\$ -	\$ -	\$ 812,329
Direct Support/Indirect Cost (7300-7399)	\$ (128,677)	\$ -	\$ -	\$ (128,677)
Other Adjustments				
TOTAL EXPENDITURES	\$ 63,833,483	\$ 1,199,022	\$ 422,393	\$ 65,454,899
OPERATING SURPLUS (DEFICIT)	\$ 1,682,954	\$ (1,199,022)	\$ (422,393)	\$ 61,538
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,881,563	\$ (1,199,022)	\$ (422,393)	\$ 260,147
BEGINNING BALANCE	\$ 16,471,256			\$ 16,471,256
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 18,352,819	\$ (1,199,022)	\$ (422,393)	\$ 16,731,403
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ 2,060,594	\$ (431,648)	\$ (74,717)	\$ 1,554,229
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ -	\$ -	\$ 4,248,001
Reserve for Economic Uncertainties (9789)	\$ 1,921,413	\$ 35,971	\$ 12,672	\$ 1,970,056
Unassigned/Unappropriated (9790)	\$ 9,977,811	\$ (803,345)	\$ (360,349)	\$ 8,814,117

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	2018-19	2019-20	2020-21
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 52,199,713	\$ 53,591,292	\$ 54,608,964
Remaining Revenues (8100-8799)	\$ 13,316,724	\$ 11,756,737	\$ 10,924,073
TOTAL REVENUES	\$ 65,516,437	\$ 65,348,029	\$ 65,533,037
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 29,972,768	\$ 30,996,716	\$ 31,461,667
Classified Salaries (2000-2999)	\$ 10,344,160	\$ 10,470,005	\$ 10,574,705
Employee Benefits (3000-3999)	\$ 15,397,307	\$ 15,770,151	\$ 16,146,601
Books and Supplies (4000-4999)	\$ 3,304,354	\$ 3,315,944	\$ 3,195,385
Services, Other Operating Expenses (5000-5999)	\$ 5,589,007	\$ 4,877,400	\$ 5,115,083
Capital Outlay (6000-6999)	\$ 163,651	\$ 192,800	\$ 309,956
Other Outgo (7100-7299) (7400-7499)	\$ 812,329	\$ 738,053	\$ 585,691
Direct Support/Indirect Cost (7300-7399)	\$ (128,677)	\$ (124,620)	\$ (139,684)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 65,454,899	\$ 66,236,450	\$ 67,249,404
OPERATING SURPLUS (DEFICIT)	\$ 61,538	\$ (888,421)	\$ (1,716,367)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ 215,000	\$ 226,631
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 260,147	\$ (1,103,421)	\$ (1,942,998)
BEGINNING BALANCE	\$ 16,471,256	\$ 16,731,403	\$ 15,627,983
CURRENT-YEAR ENDING BALANCE	\$ 16,731,403	\$ 15,627,983	\$ 13,684,985
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ 145,000	\$ 145,000
Restricted Reserves (9740)	\$ 1,554,229	\$ 1,632,337	\$ 1,647,591
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ 3,248,001	\$ 2,848,001
Reserve for Economic Uncertainties (9789)	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281
Unassigned/Unappropriated (9790)	\$ 8,814,117	\$ 8,609,101	\$ 7,020,112

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2018-19	2019-20	2020-21
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,668,520	\$ 66,451,450	\$ 67,476,035
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,814,117	\$ 8,609,101	\$ 7,020,112
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 10,784,173	\$ 10,602,645	\$ 9,044,393
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

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

N/A

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

Column 3 on page 4 (Other Revisions) includes increases in salaries and benefits for classified and non-represented employees.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fountain Valley School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the FVEA Bargaining Unit, during the term of the agreement from July 01, 2018 to June 30, 2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	<i>\$1,199,022 in 2018-19 & \$680,151 in 2019-20</i>
<u>Ending Balance Increase (Decrease)</u>	<i>(\$1,199,022) in 2018-19 & (\$680,151) in 2019-20</i>

N/A ____ (No budget revisions necessary)

_____ District Superintendent (Signature)	_____ 6/18/2019 Date
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_____ Chief Business Officer (Signature)	_____ 6/18/2019 Date
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L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

6/27/2019

Date

President or Clerk of Governing Board
(Signature)

6/27/2019

Date

Christine Fullerton

Contact Person

714-843-3200

Phone



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: **Me-Too Clause for Previously Settled 2018-19 Contract between
CSEA #358 and FVSD**
DATE: June 17, 2019

Background:

On January 15, 2019, the California School Employees Association, Chapter 358 (CSEA) ratified a “Tentative Agreement” between CSEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement was held to allow members of the public the opportunity for comment. The agreement contains a “me too” clause which guarantees CSEA a salary increase at least equal to that of the Fountain Valley Education Association (FVEA). As of June 12, 2019 FVEA and FVSD have agreed to a two-year contract covering 2018-19 and 2019-20. FVEA members have ratified a three percent (3.0%) increase to the 2017-18 salary schedule and a one-time, one percent (1.0%) payment for 2018-19.

Furthermore, effective January 1, 2020 the negotiated H&W cap will increase \$500 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%. The Public Disclosure of Collective Bargaining Agreement for CSEA #358 has been updated to include the additional increases; all other aspects of the agreement remain in effect and unchanged.

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between FVSD and CSEA #358.

Fiscal Impact:

The Board of Trustees previously approved a one and quarter percent (1.25%) increase to the 2017-18 classified salary schedule, as well as a one percent (1.0%) off-schedule payment and a \$250 increase to the health and wellness cap at the January 31, 2019 meeting. The additional costs due to the “me-too” clause, totals \$207,546 in 2018-19 and

\$20,659 in 2019-20. Details of the impact are included in the attached “Disclosure of Collective Bargaining Agreement.” This agreement will be effective for the period from July 1, 2018 thru June 30, 2019.

Recommendation:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA #358 for the 2018-19 school year.

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

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

Fountain Valley Elementary School District - California School Employees

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

Certificated, Classified, Other: Classsified

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2019
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2019
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2018-19	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2018-19	Year 2 Increase/(Decrease) FY 2019-20	Year 3 Increase/(Decrease) FY 2020-21
1 Salary Schedule Increase (Decrease)	\$ 8,698,052	\$ 152,216		\$ -
		1.75%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ 567,415	\$ 9,930	\$ -	\$ -
		1.75%	0.00%	0.00%
Description of other compensation	Additional Duty, Stipends, Overtime, etc.	On-schedule increase to other compensation		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 2,589,908	\$ 45,401		\$ -
		1.75%	0.00%	0.00%
5 Health/Welfare Plans	\$ 847,038	\$ -	\$ 20,659	\$ -
		0.00%	2.44%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 12,702,413	\$ 207,546	\$ 20,659	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	165	165	165	165
8 Total Compensation <u>Average</u> Cost per Employee	\$ 76,859	\$ 1,256	\$ 125	\$ -
		1.63%	0.16%	0.00%

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

FVSD and CSEA had previously settled contract negotiations for 2018-19 in January 2019. That settlement was comprised of a 1.25% on-schedule increase to the 2017-18 salary schedule (retroactive to 7/1/18), plus a 1.0% off-schedule payment for all CSEA members employed at the time of ratification of the 2018-19 agreement and a \$250 increase to the health and wellness cap (effective 1/1/20). FVSD recently settled with FVEA for a 3% on-schedule, 1% off-schedule and \$500 increase to the health and wellness cap (effective 1/1/20). CSEA members will receive the additional 1.75% on-schedule increase (retroactive to 7/1/18) and the additional \$250 increase to the health and wellness cap as a result of a me-too clause in their settlement agreement. The fiscal impact to the General Fund of this recent me-too settlement is estimated to be approximately \$207,546 in 2018-19 and \$20,659 in 2019-20. A 2% on-schedule increase for 2019-20 agreed to between FVSD and FVEA has not been included in this analysis as 2019-20 negotiations between FVSD and CSEA have not commenced.

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

None.

11. Please include comments and explanations as necessary.

None.

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

If yes, please describe the cap amount.

Effective 1/1/20, the negotiated H&W cap will increase \$500 to \$10,000 per full-time classified bargaining unit member and \$250 increase for part-time classified bargaining unit member. This increase supercedes the \$250 increase previously settled in January 2019.

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

None.

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

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

None.

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

None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Operating deficits of approximately \$1.1M and \$1.9M projected in 2019-20 and 2020-21, respectively. This projection is based on the assumption that one-time expenditures will occur over the next couple of years as the District spends down one-time funds, which have been set aside for text book adoptions, technology replacement, facilities needs and other non-recurring expenditures.

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

None.

G. Source of Funding for Proposed Agreement

1. Current Year

LCFF revenues.

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

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

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

N/A.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/13/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 52,199,713	\$ -	\$ -	\$ 52,199,713
Remaining Revenues (8100-8799)	\$ 3,117,125	\$ -	\$ -	\$ 3,117,125
TOTAL REVENUES	\$ 55,316,838	\$ -	\$ -	\$ 55,316,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,688,392	\$ -	\$ 772,165	\$ 24,460,557
Classified Salaries (2000-2999)	\$ 6,433,467	\$ 103,773	\$ 43,503	\$ 6,580,743
Employee Benefits (3000-3999)	\$ 9,696,594	\$ 29,057	\$ 166,554	\$ 9,892,204
Books and Supplies (4000-4999)	\$ 2,381,034	\$ -	\$ -	\$ 2,381,034
Services, Other Operating Expenses (5000-5999)	\$ 2,304,240	\$ -	\$ -	\$ 2,304,240
Capital Outlay (6000-6599)	\$ 123,651	\$ -	\$ -	\$ 123,651
Other Outgo (7100-7299) (7400-7499)	\$ 96,000	\$ -	\$ -	\$ 96,000
Direct Support/Indirect Cost (7300-7399)	\$ (267,757)	\$ -	\$ -	\$ (267,757)
Other Adjustments				
TOTAL EXPENDITURES	\$ 44,455,621	\$ 132,830	\$ 982,221	\$ 45,570,672
OPERATING SURPLUS (DEFICIT)	\$ 10,861,217	\$ (132,830)	\$ (982,221)	\$ 9,746,166
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ (9,511,518)	\$ -	\$ -	\$ (9,511,518)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,548,308	\$ (132,830)	\$ (982,221)	\$ 433,257
BEGINNING BALANCE	\$ 14,743,917			\$ 14,743,917
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 16,292,225	\$ (132,830)	\$ (982,221)	\$ 15,177,174
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ -	\$ -	\$ 4,248,001
Reserve for Economic Uncertainties (9789)	\$ 1,921,413	\$ 6,226	\$ 42,416	\$ 1,970,056
Unassigned/Unappropriated (9790)	\$ 9,977,811	\$ (139,056)	\$ (1,024,637)	\$ 8,814,117

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/13/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 10,199,599	\$ -	\$ -	\$ 10,199,599
TOTAL REVENUES	\$ 10,199,599	\$ -	\$ -	\$ 10,199,599
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 5,152,505	\$ -	\$ 359,707	\$ 5,512,212
Classified Salaries (2000-2999)	\$ 3,705,044	\$ 58,372	\$ -	\$ 3,763,416
Employee Benefits (3000-3999)	\$ 5,416,817	\$ 16,344	\$ 71,941	\$ 5,505,103
Books and Supplies (4000-4999)	\$ 923,320	\$ -	\$ -	\$ 923,320
Services, Other Operating Expenses (5000-5999)	\$ 3,284,767	\$ -	\$ -	\$ 3,284,767
Capital Outlay (6000-6599)	\$ 40,000	\$ -	\$ -	\$ 40,000
Other Outgo (7100-7299) (7400-7499)	\$ 716,329	\$ -	\$ -	\$ 716,329
Direct Support/Indirect Cost (7300-7399)	\$ 139,080	\$ -	\$ -	\$ 139,080
Other Adjustments				
TOTAL EXPENDITURES	\$ 19,377,862	\$ 74,717	\$ 431,648	\$ 19,884,227
OPERATING SURPLUS (DEFICIT)	\$ (9,178,263)	\$ (74,717)	\$ (431,648)	\$ (9,684,628)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,511,518	\$ -	\$ -	\$ 9,511,518
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 333,255	\$ (74,717)	\$ (431,648)	\$ (173,110)
BEGINNING BALANCE	\$ 1,727,339			\$ 1,727,339
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,060,594	\$ (74,717)	\$ (431,648)	\$ 1,554,229
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,060,594	\$ (74,717)	\$ (431,648)	\$ 1,554,229
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/13/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 52,199,713	\$ -	\$ -	\$ 52,199,713
Remaining Revenues (8100-8799)	\$ 13,316,724	\$ -	\$ -	\$ 13,316,724
TOTAL REVENUES	\$ 65,516,437	\$ -	\$ -	\$ 65,516,437
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 28,840,897	\$ -	\$ 1,131,871	\$ 29,972,768
Classified Salaries (2000-2999)	\$ 10,138,511	\$ 162,146	\$ 43,503	\$ 10,344,160
Employee Benefits (3000-3999)	\$ 15,113,411	\$ 45,401	\$ 238,495	\$ 15,397,307
Books and Supplies (4000-4999)	\$ 3,304,354	\$ -	\$ -	\$ 3,304,354
Services, Other Operating Expenses (5000-5999)	\$ 5,589,007	\$ -	\$ -	\$ 5,589,007
Capital Outlay (6000-6599)	\$ 163,651	\$ -	\$ -	\$ 163,651
Other Outgo (7100-7299) (7400-7499)	\$ 812,329	\$ -	\$ -	\$ 812,329
Direct Support/Indirect Cost (7300-7399)	\$ (128,677)	\$ -	\$ -	\$ (128,677)
Other Adjustments				
TOTAL EXPENDITURES	\$ 63,833,483	\$ 207,546	\$ 1,413,869	\$ 65,454,899
OPERATING SURPLUS (DEFICIT)	\$ 1,682,954	\$ (207,546)	\$ (1,413,869)	\$ 61,538
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,881,563	\$ (207,546)	\$ (1,413,869)	\$ 260,147
BEGINNING BALANCE	\$ 16,471,256			\$ 16,471,256
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 18,352,819	\$ (207,546)	\$ (1,413,869)	\$ 16,731,403
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ 2,060,594	\$ (74,717)	\$ (431,648)	\$ 1,554,229
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ -	\$ -	\$ 4,248,001
Reserve for Economic Uncertainties (9789)	\$ 1,921,413	\$ 6,226	\$ 42,416	\$ 1,970,056
Unassigned/Unappropriated (9790)	\$ 9,977,811	\$ (139,056)	\$ (1,024,637)	\$ 8,814,117

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

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

	2018-19	2019-20	2020-21
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 52,199,713	\$ 53,591,292	\$ 54,608,964
Remaining Revenues (8100-8799)	\$ 13,316,724	\$ 11,756,737	\$ 10,924,073
TOTAL REVENUES	\$ 65,516,437	\$ 65,348,029	\$ 65,533,037
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 29,972,768	\$ 30,996,716	\$ 31,461,667
Classified Salaries (2000-2999)	\$ 10,344,160	\$ 10,470,005	\$ 10,574,705
Employee Benefits (3000-3999)	\$ 15,397,307	\$ 15,770,151	\$ 16,146,601
Books and Supplies (4000-4999)	\$ 3,304,354	\$ 3,315,944	\$ 3,195,385
Services, Other Operating Expenses (5000-5999)	\$ 5,589,007	\$ 4,877,400	\$ 5,115,083
Capital Outlay (6000-6999)	\$ 163,651	\$ 192,800	\$ 309,956
Other Outgo (7100-7299) (7400-7499)	\$ 812,329	\$ 738,053	\$ 585,691
Direct Support/Indirect Cost (7300-7399)	\$ (128,677)	\$ (124,620)	\$ (139,684)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 65,454,899	\$ 66,236,450	\$ 67,249,404
OPERATING SURPLUS (DEFICIT)	\$ 61,538	\$ (888,421)	\$ (1,716,367)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ 215,000	\$ 226,631
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 260,147	\$ (1,103,421)	\$ (1,942,998)
BEGINNING BALANCE	\$ 16,471,256	\$ 16,731,403	\$ 15,627,983
CURRENT-YEAR ENDING BALANCE	\$ 16,731,403	\$ 15,627,983	\$ 13,684,985
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ 145,000	\$ 145,000
Restricted Reserves (9740)	\$ 1,554,229	\$ 1,632,337	\$ 1,647,591
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,248,001	\$ 3,248,001	\$ 2,848,001
Reserve for Economic Uncertainties (9789)	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281
Unassigned/Unappropriated (9790)	\$ 8,814,117	\$ 8,609,101	\$ 7,020,112

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2018-19	2019-20	2020-21
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,668,520	\$ 66,451,450	\$ 67,476,035
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,970,056	\$ 1,993,543	\$ 2,024,281
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,814,117	\$ 8,609,101	\$ 7,020,112
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 10,784,173	\$ 10,602,645	\$ 9,044,393
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

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

N/A

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

Column 3 on page 4 (Other Revisions) includes increases in salaries and benefits for certificated and non-represented employees.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fountain Valley School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Bargaining Unit, during the term of the agreement from July 01, 2018 to June 30, 2019.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	<i>\$207,546 in 2018-19 & \$20,659 in 2019-20</i>
<u>Ending Balance Increase (Decrease)</u>	<i>(\$207,546) in 2018-19 & (\$20,659) in 2019-20</i>

N/A ____ (No budget revisions necessary)

_____ District Superintendent (Signature)	_____ 6/18/2019 Date
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_____ Chief Business Officer (Signature)	_____ 6/18/2019 Date
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L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

6/27/2019

Date

President or Clerk of Governing Board
(Signature)

6/27/2019

Date

Christine Fullerton

Contact Person

714-843-3200

Phone



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Agreement between FVEA and FVSD**
DATE: June 24, 2019

Background:

On June 12, 2019, Fountain Valley Education Association (FVEA) and Fountain Valley School District (FVSD) reached a “Tentative Agreement” on all matters subject to collective bargaining for the contract years July 1, 2018 through June 30, 2020. The agreement includes the following compensation increases for 2018-19: a 3.00% increase to the 2017-18 certificated salary schedule, effective July 1, 2018; a one-time 1.00% off schedule salary increase for bargaining unit members employed at the time of ratification of the 2018-2020 agreement; an increase of \$500.00 to the District’s contribution to health and welfare benefits, increasing the District’s contribution to health and welfare from \$9,500.00 to \$10,000.00, effective January 1, 2020.

The agreement includes the following compensation increases for 2019-2020: a 2.00% increase to the 2018-19 certificated salary schedule, effective July 1, 2019; an increase of \$500.00 to the District’s contribution to health and welfare benefits, increasing the District’s contribution to health and welfare from \$10,000.00 to \$10,500.00, effective January 1, 2021.

The attached contract language was also added/revised.

On Wednesday, June 19, 2019, the Association notified the District their members ratified these changes to the collective bargaining agreement. With the Fountain Valley School District’s Board of Trustee’s ratification, these changes become part of the 2018-2020 Certificated Agreement.

Recommendation:

It is recommended that the Board of Trustees approves this agreement between FVSD FVEA dated June 12, 2019.

**Tentative Agreement Between
Fountain Valley School District
and
Fountain Valley Education Association
June 12, 2019**

The Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) agree to the following:

1. A 3.00% salary increase to the 2017-18 certificated salary schedule, retroactive to July 1, 2018.
2. A one-time 1.00% off schedule salary payment based on certificated bargaining unit members' salaries prior to the 3% increase for certificated bargaining unit members employed with the District at the time of ratification of the 2018-2019 certificated bargaining agreement.
3. A 2.0% salary increase to the 2018-19 certificated salary schedule (after application of item 1 above), effective July 1, 2019.
4. An increase of \$500.00 to health and welfare benefit cap for each full-time certificated bargaining unit member, increasing the District's annual contribution to \$10,000.00 and an increase of \$250.00 for each part-time certificated bargaining unit member, increasing the District's annual contribution to \$5000.00, effective January 1, 2020.
5. An increase of \$500.00 to health and welfare benefit cap for each full-time certificated bargaining unit member, increasing the District's annual contribution to \$10,500.00 and an increase of \$250.00 for each part-time certificated bargaining unit member, increasing the District's annual contribution to \$5250.00, effective January 1, 2021.

LANGUGE CHANGES/ADDITIONS

ARTICLE V: ORGANIZATIONAL SECURITY

C. FAIR SHARE

- ~~1. Any unit member who is not a member of the Fountain Valley Education Association/CTA/NEA or who does not make application for membership within thirty (30) days of commencement of assigned duties within the Bargaining Unit, shall become a member or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessment payable in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article.~~

~~In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Fountain Valley Education Association/CTA/NEA except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

~~a. Fountain Valley Schools Foundation~~

~~b. Foundation to Assist California Teachers~~

~~c. Any other qualified charity mutually agreed upon by the fee payer and the Association.~~

~~3. Those who object to joining or financially supporting employee organizations, pursuant to #2 above, shall submit proof of payment on an annual basis to the Association and District as a condition of continued exemption from the provision of Section B. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association.~~

~~4. Any unit member making payment as set forth in Sections 2 and 3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of pursuing said grievance or arbitration procedures to the extent permitted by law.~~

D. ~~FEES DUES REMITTANCE~~

With respect to all *membership dues* sums deducted by the District, ~~whether for membership dues or agency fee~~, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, ~~categorizing them as to membership or non-membership in the Association~~, and indicating any changes in personnel from the list previously furnished.

E. DISTRICT OBLIGATIONS

District's obligations under this Article are ~~1) to notify any unit member who has failed to comply with the provisions of this Article that such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) to~~ deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees **dues** established herein.

ARTICLE VII: WAGES

W. STIPENDS

Teacher on Special Assignment (TOSA) - \$2000 per TOSA/per year (includes mileage)

ARTICLE IX: LEAVES

G. PREGNANCY DISABILITY LEAVE

1. The Pregnancy Leave Policy shall conform to applicable State and Federal laws.
2. ~~Upon request, a Bargaining Unit Member shall be granted six (6) weeks' unpaid leave following sick leave. The Bargaining Unit Member shall be entitled to return to the same location and position as before such leave.~~

H. BONDING PARENTAL LEAVE

1. *Effective January 1, 2017, as provided by California Education Code 44977.5, Bargaining Unit Members shall be entitled to parental leave differential pay for certificated employees for "bonding leave" for the birth or placement of a child in connection with the employee's adoption or foster care. Parental Leave does not include leave taken for the employee's disability due to pregnancy, childbirth or recovery therefrom.*
2. ~~To be eligible for Bonding parental leave provided under Education Code 44977.5, an employee (mother or father) must have at least one year of District service. worked continuously for the District for twelve (12) months for a minimum of 1,250 hours.~~
3. ~~A Bargaining Unit Members must give advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. Upon request and compliance with District procedures, an employee shall be granted a maximum of twelve (12) work weeks within a twelve (12) month period for reasons of bonding-parental leave.~~
4. Bargaining Unit Members must exhaust all available and accumulated sick leave prior to being eligible for differential pay during *parental leave*.

5. ~~Bonding~~ **Parental** leave per couple, both of whom are employed by the Fountain Valley School District, is a maximum of twelve (12) weeks in a twelve (12) month period. The twelve (12) weeks may be split between the couple.
6. A minimum duration of ~~bonding~~ **parental** leave is two (2) weeks. and ~~bonding~~ **Parental** leave must be taken within twelve (12) months of the birth or placement of the child with the employee.
7. ***Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.***
8. The District will make its' contribution towards health and welfare benefits for the employee during the period of ~~bonding~~ **parental** leave. The Bargaining Unit Member will continue to be responsible for his or her monthly portion of health and welfare benefits.
9. The Bargaining Unit Member is entitled to return to the same location and position as before the ~~Bonding Leave~~ **parental leave** was taken.

Executed this day of June 12, 2019.

Todd Kubota, Chief Negotiator
Fountain Valley Education Association

Cathie Abdel, Assistant Superintendent, Personnel
Fountain Valley School District



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Agreement between CSEA Chapter #358 and FVSD**
DATE: June 24, 2019

Background:

On December 19, 2018, Fountain Valley School District (FVSD) and California School Employees Association (CSEA) and its' Chapter #358 reached a tentative agreement for 2018-19. The tentative agreement was ratified by CSEA Chapter #358 on January 15, 2019 and included a total compensation increase of 2.25% (1.25% on the 2017-18 classified salary schedule and a one-time, 1.00% off schedule payment), and a \$250.00 increase to the District's contribution to health and welfare benefits for full-time classified employees and \$125.00 to the District's contribution for classified employees working 20 to 29.99 hours per week, effective January 1, 2020. The agreement also included the following language:

In the event the bargaining unit representing certificated teachers receives a total compensation increase of more than two and a half percent (2.50%) for 2018-19, (including an increase to salary schedule, and/or the District's contribution to health and welfare benefits. and/or one-time off salary schedule), FVSD and CSEA agree to meet regarding an increase percentage equivalent contribution to CSEA.

On June 13, 2019, CSEA and FVSD met to address the above language. The agreement was ratified by CSEA Chapter #358 on June 20, 2019. The agreement includes an additional 1.75% increase to the 2017-18 classified salary schedule, for a total salary increase of 3.00%; an additional \$250.00 to the District's contribution to health and welfare benefits for full-time classified employees (for a total increase of \$500.00) and an additional \$125.00 to the District's contribution to health and welfare benefits for part-time classified employees working 20 to 29.99 hours per week (for a total increase of \$250.00) increasing the District's contribution to health and welfare benefits for full-time classified employees to \$10,000.00 and for part-time classified employees working 20 to 29.99 hours per week to \$5,000.00, effective January 1, 2020.

Recommendation:

It is recommended that the Board of Trustees approves the agreement between the FVSD and CSEA Chapter #358 dated June 13, 2019.


Tentative Agreement Between
Fountain Valley School District and
California School Employees Association and its Chapter #358
July 1, 2018– June 30, 2019
June 13, 2019

The Fountain Valley School District and its CSEA Chapter #358 reached an agreement on all matters of bargaining for the 2018-2019 contract year on December 19, 2018. The agreement stated in the event the bargaining unit representing certificated teachers receives a total compensation increase of more than two and a half percent (2.50%) for 2018-2019, (including an increase to salary schedule, and/or the District's contribution to health and welfare benefits, and/or one-time off salary schedule), FVSD and CSEA agree to meet regarding an increase percentage equivalent contribution to CSEA.

On June 13, 2019, CSEA and FVSD met to address the above language. The following Tentative Agreement was reached:

1. An additional increase of 1.75% added to the 1.25% salary increase from the Tentative Agreement dated December 19, 2018, for a total of 3.00% increase to the 2017-18 classified salary schedule, retroactive to July 1, 2018.
2. An additional increase of \$250 to health and welfare benefits for each full-time classified bargaining unit member, increasing the District's contribution to \$10,000.00 and an additional increase of \$125 for each part-time classified bargaining unit members working 20 to 29.99 hours a week, increasing the District's contribution to \$5000.00, effective January 1, 2020.

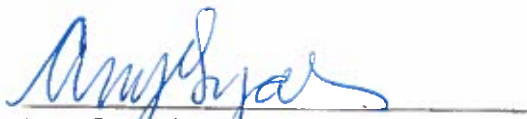
Executed this 13th day of June, 2019.



Gordon Llanos, President CSEA #358



Cathie Abdel, Assistant Superintendent, Personnel



Amy Gonzales, CSEA LRR



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
 FROM: Christine Fullerton, Assistant Superintendent Business Services
 Isidro Guerra, Director, Fiscal Services
 SUBJECT: **Disclosure of Management and Confidential Employees Salary
 Increases**
 DATE: June 17, 2019

Background:

Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District’s bargaining unit members. The District recently concluded negotiations with the Fountain Valley Education Association (FVEA) for the 2018-19 and 2019-20 fiscal years. FVEA members agreed to a total ongoing increase to the 2018-19 salary schedule of three percent (3.0%) plus a one-time, one-percent (1.0%) off-schedule payment. In addition, the District and FVEA settled 2019-20 negotiations for a two percent (2.0%) ongoing increase to the 2018-19 salary schedule.

Furthermore, as part of negotiations, the health and wellness cap will increase \$500 effective January 1, 2020 and an additional \$500 increase effective January 1, 2021 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%.

The District’s management and confidential employees will receive the same salary and benefits increases as those outlined above for FVEA members.

Fiscal Impact:

The impact of the salary increases for confidential and management employees are detailed in the following table:

<i>Description</i>	<i>2018-19 Budget Impact</i>	<i>2019-20 Budget Impact</i>
Salaries	\$176,189	\$90,738
Statutory Benefits	\$38,658	\$21,067
Health & Wellness	\$-	\$10,754
Total	\$214,847	\$122,559

Recommendation:

It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2018-19 and 2019-20 school years.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN**
DATE: June 27, 2019

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 over 1,000 stakeholders during 26 meetings and multiple surveys guided the review and revision of the goals and actions.

The final step in the input process is taken by the Board of Trustees. As required, a public hearing was held at the regular meeting of the Board of Trustees on June 13, 2019 to solicit comments from members of the community regarding the specific actions and expenditures proposed in the LCAP. New to this year's LCAP is the Budget Overview for Parents component which is intended to help simplify the complex information related to budgeting that is included in the LCAP. Per Education Code 52060, the Governing Board shall adopt the LCAP and the annual budget in a subsequent public meeting on or before June 30.

Fiscal Impact:

There is no fiscal impact involved in the approval process.

Recommendation:

It is recommended that the Board of Trustees approves the Local Control Accountability Plan, including the Budget Overview for Parents, for the Fountain Valley School District.

Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[California School Dashboard](#): Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D. Director of Educational Services	gargusj@fvsd.us 714-843-3268

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

The Fountain Valley School District (FVSD) founded in 1898, is comprised of 10 schools (7 elementary and 3 middle schools) serving over 6,300 students from Fountain Valley and Huntington Beach, CA. FVSD seeks to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community. The FVSD core values – High Expectations, Be a Learner, Be a Good Teammate, and All Kids – guide adult interactions and decision making.

The nearly 700 employees of FVSD strive to meet the needs of all students, including the 24% of students that live in economic poverty (low-income) and 12% who are English learners (ELs). Students educated by FVSD represent the diverse communities served by the school district including White, non-Hispanic students (36%), Asian students (34%), Hispanic students (18%) and students identifying with Two or more races (10%).

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

FVSD is committed to providing students with an effective, high-quality core instructional program. FVSD's LCAP has been designed with the philosophy that there is no single factor more critical to ensuring high levels of learning for all students than the delivery of **“best” first instruction** by highly-skilled teachers. FVSD believes that this is especially the case for students from low-income backgrounds (LI), English learners (ELs), Students with Disabilities (SWD), and students facing the myriad of challenges associated with being identified as Homeless or Foster Youth. In fact, study

after study continues to find that initiatives that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students (Fullan, 2014; Hattie, 2012; Odden, 2011; Schmoker, 2011). At both district and site levels, significant funds are allocated for professional development, coaching, collaboration, instructional observations, training in the District's Signature Practices, and the use of District common assessments with a system to analyze results, leading to improved instructional practices for every teacher. These efforts demonstrate an increase in both spending, and quality of services, for our students. And while it could be argued that all students proportionally benefit from expert teachers, we know, unequivocally from the aforementioned research studies, that LI, ELs, FY, and any students not yet performing to expectations, make significantly greater gains in learning when taught by an expert teacher.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

Students continue to demonstrate strong achievement on the Smarter Balanced assessments, earning a blue level performance indicator in both English Language Arts and Mathematics.

In English Language Arts, 75% of all students performed at the meets or exceeds level. Analysis of FVSDs student groups shows that 65% of Low-income students performed at the meets or exceeds level, an increase of 2% over the prior testing year; and, 35% of English Learners performed at the meets or exceeds level. Although this represented a 6% decrease in the percentage of FVSD English Learners performing at the targeted levels, their performance continues to far surpass that of English Learners in Orange County (16%) and the State of California (13%).

Mathematics also continues to be an area of great progress for FVSD. In Mathematics, 73% of all students performed at the meets or exceeds level, which is an increase of 3% over the prior school year. FVSD outperforms Orange County in Math by 24%, and outperformed the State of California by 34%. Analysis of FVSDs student groups shows that 62% of Low-income students performed at the meets or exceeds level, which is an increase of 5% over the prior testing year; and, 46% of English Learners performed at the meets or exceeds level. Although this represented a 5% decrease in the percentage of FVSD English Learners performing at the targeted levels, their performance continues to far surpass that of English Learners in Orange County (17%) and the State of California (12%).

Climate and engagement is another area of strength in FVSD, as the District performed at the Green indicator level for both Chronic Absenteeism and Suspension Rate. The Chronic Absenteeism rate for All Students in FVSD was 3.7%, less than half of the rate for students across the State of California (9%). Additionally, the Suspension Rate for All Students in FVSD declined to 1% from 1.3% in the prior school year.

Academic achievement and social-emotional support for all students continues to be a high priority in FVSD. The increased services that have resulted in progress in the last five years and will be maintained include: employment of highly-qualified staff with multiple authorizations, professional development, Teachers on Special Assignment (TOSAs), academic intervention, social-emotional support at the elementary level, and middle school counselors. Services that demonstrate an increase/improvement include expanded academic and social-emotional supports.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

The California School Dashboard is an online tool that shows how districts and schools are performing on the state and local indicators included in the LCAP. Overall, FVSD performed at the highest level (Blue) for All Students on the Academic Indicators for ELA and Math, and at the second highest level (Green) for All students on the Chronic Absenteeism Indicator and the Suspension Rate Indicator. In addition, FVSD achieved at the “Standard Met” level for each of the Local Indicators (Basics, Implementation of Academic Standards, Parent Engagement, Local Climate Survey, and Access to a Broad Course of Study).

Review of the Academic achievement levels of FVSD’s student groups showed that all student groups, with the exception of Students with Disabilities, performed at the either the Green or Blue levels in English Language Arts and Mathematics. FVSD’s Students with Disabilities student group performed at the Orange level (ELA and Math).

Review of the performance levels for Chronic Absenteeism showed five student groups performing at either the Green or Blue levels; however, there were three student groups performing at the Yellow level (English Learners, Hispanics, and Low-income), one student group performing at the Orange level (Pacific Islanders), and one student group performing at the Red level (Students with Disabilities). It is worth noting that the nominal size of the Pacific Islander student group (only 36 students) has a significant impact on statistics associated with this metric.

Review of the performance levels for Suspension rate showed six student groups performing at either the Green or Blue levels; however, there was on student group performing at the Yellow level (English Learners), two student groups performing at the Orange level (Hispanics, Students with Disabilities), and one student group performing at the Red level (African-American). Again, this is a

relatively small student group for FVSD (43 students); however, there was an increase of 1.2% to an overall 7% Suspension Rate for African-American students.

To view the CA Dashboard for FVSD, visit caschooldashboard.org or [click here](#).

Because students in the student groups identified are enrolled in each of FVSD's 10 schools, and are small in number at most sites, services are planned and delivered across the District to meet the needs of these students.

The achievement level of Students with Special Needs is an area of greatest need for improvement for both ELA and Math (Orange Indicator Level). FVSD intends to leverage Action 1.5 (Provide certificate and classified staff with professional development and time to collaborate on content standards, district-adopted instructional materials, District Signature Practices, technology, and ways to support student behavior), Action 2.2 (Provide ongoing support for the Co-teaching service delivery model), Action 2.4 (Provide intervention for identified students during and beyond the school day), and Action 2.5 (Utilize Teachers on Special Assignment to support teachers in meeting the needs of special student populations) to address this area.

The performance level of Pacific Islanders (Orange) and Students with Special Needs (Red) related to Chronic Absenteeism is the second area of greatest need for improvement. FVSD intends to leverage Action 4.2 (Inform parents of student absences and communicate legal requirements of school attendance and implications of chronic absenteeism and when necessary, utilize the School Attendance Review Board [SARB] process to address student attendance concerns), Action 4.4 (Provide social-emotional support at the elementary level), Action 4.5 (Utilize middle school counselors to provide social-emotional support) and Action 4.7 (Promote student engagement and school connectedness) to address this area.

The performance level of Hispanics (Orange), Students with Disabilities (Orange), and African-American students (Red) related to Suspension Rate is the third area of greatest need for improvement. FVSD intends to leverage Action 4.4 (Provide social-emotional support at the elementary level), Action 4.5 (Utilize middle school counselors to provide social-emotional support), Action 4.6 (Implement a consistent district-wide approach for supporting student behavior, including alternatives to suspension and expulsions, and communicate the plan to stakeholders) to address this area.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

On the California School Dashboard, the FVSD All Students group performed at the highest level (Blue) for both English Language Arts and Mathematics. One student group, Students with Special Needs (Orange) performed two or more levels below the All Students group. For students with Special Needs, the steps that the District is planning take to address the performance gaps are to leverage Action 1.5 (Provide certificate and classified staff with professional development and time to collaborate on content standards, district-adopted instructional materials, District Signature Practices, technology, and ways to support student behavior), Action 2.2 (Provide ongoing support for the Co-teaching service delivery model), Action 2.4 (Provide intervention for identified students during and beyond the school day), and Action 2.5 (Utilize Teachers on Special Assignment to support teachers in meeting the needs of special student populations).

On the California School Dashboard, the FVSD All Students group performed at the second highest level (Green) for Chronic Absenteeism. Two student groups, Pacific Islanders (Orange) and Students with Special Needs (Red), performed two or more performance levels below the All Students level. For these students, the steps that the District is planning to take to address the performance gap is to leverage Action 4.2 (Inform parents of student absences and communicate legal requirements of school attendance and implications of chronic absenteeism and when necessary, utilize the School Attendance Review Board [SARB] process to address student attendance concerns), Action 4.4 (Provide social-emotional support at the elementary level), Action 4.5 (Utilize middle school counselors to provide social-emotional support) and Action 4.7 (Promote student engagement and school connectedness).

On the California School Dashboard, the FVSD All Students group performed at the second highest level (Green) for Suspension Rate. Three student groups, Hispanics (Orange), Students with Disabilities (Orange), and African-Americans (Red), performed two or more performance levels below the All Students level. For these students, the steps that the District is planning to take to address the performance gap is to leverage Action 4.4 (Provide social-emotional support at the elementary level), Action 4.5 (Utilize middle school counselors to provide social-emotional support), Action 4.6 (Implement a consistent district-wide approach for supporting student behavior, including alternatives to suspension and expulsions, and communicate the plan to stakeholders) to address this area.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

Fountain Valley School District is please to share that there are no schools in the District that have been identified for Comprehensive Support and Improvement services.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Not applicable to FVSD at this time.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Not applicable to FVSD at this time.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

To support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking, and problem solving

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1 - Basic Services; Priority 2 - Implementation of Academic Standards; Priority 4 - Student Achievement; Priority 7 - Course Access; and 8 - Other Pupil Outcomes

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Qualified Staffing : Maintain 100%	Met : Maintained 100%
Access to Textbooks : Maintain 100%	Met : Maintained 100%
ELA SBAC Increase 2% to 77%	Not meet : Maintained at 75%
Math SBAC Increase 2% to 72%	Met : Increased 3% from 70% (2016-17) to 73% (2017-18)
Broad Course of Study : Maintain 100%	Met : Maintained 100 %
3rd Grade Literacy Screener (Fountas & Pinnell): Increase 1% to 55%	Met : Increased 3% to 58%
Technology Teacher Survey Results for Daily/Almost Daily Use of Technology by Students: Increase 5% to 55%	Met : 63% of FVSD students surveyed report utilizing technology on a daily basis

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>1.1 Employ a highly-qualified staff with multiple authorizations to ensure students have access to a broad course of study to prepare them for college and career</p>	<ul style="list-style-type: none"> • All certificated staff are highly-qualified where necessary and hold the appropriate credentials, including EL certification • Hired the following additional certificated staff for the 2018/19 school year: <ul style="list-style-type: none"> ○ One Elementary General Education Teaching position ○ Two Special Education teaching positions ○ One .20 Speech-Language Pathologist 	<p>\$46,678,379 Base</p> <p>Certificated & Classified Salaries & Benefits</p>	<p>\$46,784,231 Base</p> <p>Certificated & Classified Salaries & Benefits</p>
<p>1.2 Supported new teachers in obtaining a clear credential through an induction program</p>	<ul style="list-style-type: none"> • Ongoing partnership with Orange County Department of Education (OCDE) to provide State required Induction program for Year 1 and Year 2 teachers • Continue to cover the costs associated with induction for Year 1 and Year 2 teachers 	<p>\$40,000 Supplemental</p> <p>Services & Other Operating Expenses</p>	<p>\$54,000 Supplemental</p> <p>Services & Other Operating Expenditures</p>
<p>1.3 Provide a one-time spend for acquisition of additional District-approved authorizations in order to standardize electives at all three middle schools</p>	<ul style="list-style-type: none"> • Continue to offer stipend for interested teachers 	<p>\$1,500 Base</p> <p>Certificated Salaries</p>	<p>\$1,500 Base</p> <p>Certificated Salaries</p>
<p>1.4 Utilize instructional materials and supplies aligned with California State</p>	<ul style="list-style-type: none"> • Existing instructional materials were replaced and/or repaired as needed 		

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Standards, English Language Development Standards, and Next Generation Science Standards	<ul style="list-style-type: none"> TK-5 balanced literacy supplies – classroom libraries and pilot programs in guided reading and phonics 6-8 student novels for teacher-developed, standards-aligned ELA units 6-8 math adoption three-year extension 	\$75,000 Base \$423,367 Lottery Books & Supplies	\$434,604 Base Books & Supplies
1.5 Provide certificated and classified staff with professional development and time to collaborate on content standards (CA State Standards, CA English Language Development Standards, and Next Generation Science Standards), District-adopted materials, District Signature Practices, GATE, technology, and ways to support student behavior	Teachers were provide professional development and dedicated release time to learn and implement evidence-based strategies in the following areas: <ul style="list-style-type: none"> TK-5 CGI Math – one day TK-5 Reading – one day TK-5 Science – one day 6-8 English – four days 6-8 Science – six days 6-8 History – three days 6-8 Math - five days 6-8 Physical Education – three days TK-8 Music – three days 	\$496,295 Supplemental \$296,477 Certificated Salaries & Benefits \$71,000 Books & Supplies \$128,818 Services & Other Operating Expenses	\$474,964 Supplemental \$236,963 Certificated Salaries & Benefits \$71,995 Books & Supplies \$166,006 Services & Other Operating Expenses
1.6 Provide and maintain classroom technology and student and staff devices in order to provide students the opportunity to utilize technology in the core program	<ul style="list-style-type: none"> Replaced 2nd generation iPads with 6th generation iPads district-wide Deployed new Chromebook carts Replaced older MacBook Air devices used by classroom teachers at five schools 	\$275,000 Base (\$100K One-Time) \$29,000 Supplemental Books & Supplies	\$1,001,773 Base \$29,000 Supplemental Books & Supplies

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	<ul style="list-style-type: none"> • Deployed new 14" Chromebooks to replace 1st generation Chromebooks across FVSD • Replaced outdated MacBook Air laptops for school counselors and psychologists 		
1.7 Support and maintain infrastructure, classroom technology, and devices by providing District IT staff and Site Technology Coordinators	<ul style="list-style-type: none"> • In addition to the core IT staffing at the district and Site Technology Coordinators, the Application Specialist and Field Support Technician staffing were maintained to improve support for infrastructure, classroom technology, and student/staff devices 	\$433,570 Base \$139,354 Supplemental Classified Salaries & Benefits	\$456,324 Base \$142,679 Supplemental \$20,995 Certificated Salaries & Benefits \$578,008 Classified Salaries & Benefits
1.8 Incorporate student access to music instruction through the core staffing ratio	<ul style="list-style-type: none"> • This action/service deleted in 2018-19 LCAP and incorporated into Action 1.1 		
1.9 Utilize itinerant music teachers in elementary schools to provide teacher release time for administering assessments, analyzing data, and planning instruction	<ul style="list-style-type: none"> • Utilized itinerant music teachers in elementary schools to provide teacher release time for administering assessments, analyzing data, and planning instruction 	\$254,192 Supplemental Certificated Salaries & Benefits	\$248,458 Supplemental Certificated Salaries & Benefits
1.10 Utilize supplemental resources to provide greater access to quality text	<ul style="list-style-type: none"> • Utilized supplemental resources to provide greater access to quality text 	\$40,000 Supplemental Books & Supplies	\$43,887 Supplemental Books & Supplies
1.11 Provide a school library program to support teaching and learning	<ul style="list-style-type: none"> • Increased hours for Library Media Technician at all middle schools 	\$165,813 Base \$71,698 Supplemental \$220,211 Certificated Salaries & Benefits	\$171,952 Base \$96,183 Supplemental \$246,832 Classified Salaries & Benefits

Planned
Actions/Services

Actual
Actions/Services

Budgeted
Expenditures

Estimated Actual
Expenditures

\$17,300 Books &
Supplies

\$21,303 Books &
Supplies

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented as planned.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

All metrics were met, except ELA SBAC achievement which maintained at 75% met or exceeded the target.

To address the "Orange" ELA and Mathematics indicators on the California School Dashboard for Students with Disabilities, in 2019-20 additional ELA resources will be purchased and FVSD will continue with the implementation of the mathematics program that was piloted in 2018-19 (Action 1.4). Additionally, professional development time with embedded time to collaborate will continue to be provided for staff (Action 1.5).

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Differences between budgeted and estimated actual expenditures are mostly attributable to staffing changes and collective bargaining increases to salaries and benefits. There is a significant difference between budgeted and actual expenditures related to Action 1.6 which calls for "providing and maintaining classroom technology and student/staff devices" that is attributable to the decision to accelerate the District's plan to replace aging devices.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

There are no changes made to this goal statement; however, as a result of this analysis and the analysis of the LCFF Evaluation Rubrics, the following modifications to expected outcomes to reflect progress toward goals articulated in the 2018-19 LCAP have been made:

Expected outcome for performance on “3rd Grade Literacy Screener” metric is to increase the percentage of students meeting or exceeding grade level expectations by 5%, rather than by 3% as was the expected outcome for the metric in 2018-19. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 1 for 2019-20.

Expected outcome for performance on “Use of Technology” metric is to increase the percentage of students reporting making daily/almost daily use of technology by 3%, rather than 2% as was the expected outcome for the metric in 2018-19. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 1 for 2019-20.

In addition, Action 1.12 was included as a “new” action focused on providing choral music opportunities for students at each middle school in FVSD. This “new” action is referenced in the “Goals, Actions, & Services” associated with Goal 1 for 2019-20.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement and high levels of achievement.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2 – CA Standards Implementation; Priority 4 - Student Achievement; and, Priority 8 – Other Pupil Outcomes

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
ELs: ELA SBAC Increase 3% to 45%	Not Met: 35% of FVSD EL students met or exceeded standards
ELs: Math SBAC Increase 3% to 54%	Not Met: 46% of FVSD EL students met or exceeded standards
LI: ELA SBAC Increase 2% to 65%	Met: 65% of FVSD LI students met or exceeded standards
LI: Math SBAC Increase 3% to 60%	Met: 62% of FVSD LI students met or exceeded standards
English Language Proficiency Assessments for California (ELPAC): Increase 1%	Met: 77% of FVSD EL students performed at Levels 3 or 4 on the 2017-18 Summative ELPAC
Reclassification Rate: Increase 1% to 15.6%	Met: FVSD reclassification rate increased to 20% overall for 2017-18

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>2.1 Provide coordinated EL services at school sites that include newcomer and primary language supports</p>	<ul style="list-style-type: none"> English proficiency testing organized and administered by Bilingual Testing Technician and Language Proficiency Testing Team Middle School Newcomer Program at Masuda Middle School – certificated teacher (50%) and two bilingual instructional assistants (Arabic and Vietnamese/Chinese) Primary language support at elementary schools for students with “emerging” level English language skills (Vietnamese, Spanish, Korean, and Arabic) 	<p>\$298,162 Supplemental</p> <p>\$291,762 Certificated/Classified Salaries & Benefits</p> <p>\$2,500 Books & Supplies</p> <p>\$3,900 Services & Other Operating Expenses</p>	<p>\$184,344 Supplemental \$110,000 Title III English Learner</p> <p>\$84,085 Certificated Salaries & Benefits</p> <p>\$203,675 Classified Salaries & Benefits</p> <p>\$2,941 Books & Supplies</p> <p>\$3,643 Services & Other Operating Expenses</p>
<p>2.2 Provide ongoing support for Co-teaching service delivery model</p>	<ul style="list-style-type: none"> Release time for resource specialist and general education teachers who deliver instruction through the co-teaching service delivery model Maintain resource specialist staffing at two per middle school to support co-teaching Program specialist on-site support to observe and support instructional models 	<p>\$118,716 Supplemental</p> <p>Certificated Salaries & Benefits</p>	<p>\$129,216 Supplemental</p> <p>Certificated Salaries & Benefits</p>
<p>2.3 Utilize District common assessments that are aligned with the California State Standards and the Smarter Balanced assessment system to</p>	<ul style="list-style-type: none"> Fountas & Pinnell Benchmark Assessment System utilized as a universal literacy screener for students in grades K-5 	<p>\$82,500 Base</p> <p>\$19,153 Supplemental</p>	<p>\$118,301 Base</p> <p>\$19,153 Supplemental</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>identify students for participation in supplemental services, including a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response</p>	<ul style="list-style-type: none"> • Scholastic Reading Inventory (SRI) utilized as a universal literacy screener for students in grades 5-8 • Interim Assessment Blocks were utilized a minimum of once per trimester in both ELA and Math for students in grades 3-8 • Licensing for common assessment development and reporting technologies – including Illuminate, Aeries, and School Loop • Deployed Edulastic assessment tool to all math teachers at Fulton, Masuda, and Talbert 	<p>\$4,000 Certificated Salaries & Benefits \$15,000 Books & Supplies \$82,653 Services & Other Operating Expenses</p>	<p>\$9,978 Certificated Salaries & Benefits \$13,800 Books & Supplies \$113,676 Services & Other Operating Expenses</p>
<p>2.4 Provide intervention for identified students during and beyond the school day</p>	<ul style="list-style-type: none"> • Identify elementary ELs for participation in after-school writing intervention program • Reading intervention during the school day was implemented at all elementary schools with more than 300 participants across grades K-3 • Identified middle school students for participation in a variety of intervention classes during the school day and provided a .5 FTE to support math intervention on each of the District’s middle school campuses 	<p>\$549,986 Supplemental \$513,986 Certificated Salaries & Benefits \$36,000 Books & Supplies</p>	<p>\$502,575 Supplemental \$463,888 Certificated Salaries & Benefits \$38,687 Books & Supplies</p>
<p>2.5 Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of special populations students</p>	<ul style="list-style-type: none"> • Led professional development focused on differentiated instructional practices (All TOSAs) • Instructional support/coaching (All TOSAs) 	<p>\$559,344 Supplemental Certificated Salaries & Benefits</p>	<p>\$561,555 Supplemental Certificated Salaries & Benefits</p>

Planned
Actions/Services

Actual
Actions/Services

Budgeted
Expenditures

Estimated Actual
Expenditures

- Explored reading assessments for more targeted interventions (TK-5 Reading TOSAs)
- Led the development/implementation of Common Math Assessments driven by Cotsen CGI resources (TK-5 Math TOSAs)
- Continued the development of novel units of study for middle school ELA programs (6-8 ELA TOSA)
- Led the development of conceptual lesson plans for middle school math (6-8 Math TOSA)
- Participated in the District's Student Study Team process (TK-8 Instructional Support TOSA)
- Supported reading intervention programs district-wide (TK-8 Instructional Support TOSA)

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented as planned.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

FVSD met or exceeded the targets established for each of the metrics.

To address the "Orange" level indicator on the California School Dashboard for Students with Disabilities, FVSD will continue to support the Co-teaching service delivery model (Action 2.2).

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Differences between budgeted and estimated actual expenditures are attributable to staffing changes and collectively bargained increases to salary and benefits. There is a significant difference between budgeted and actual expenditures related to Action 2.1 which calls for "providing coordinated EL services at school sites that includes newcomer and primary language supports" that is attributable to the decision to utilize Title III funding in lieu of LCFF funding to support the salaries and benefits of classified bi-lingual aides that provide direct services to newcomer students.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

There are no changes made to this goal statement; however, as a result of this analysis and the analysis of the LCFF Evaluation Rubrics, the following modifications to expected outcomes to reflect progress toward goals articulated in the 2018-19 LCAP have been made:

Expected outcome for performance on “English Learners: ELA SBAC” metric is to increase the percentage of students meeting or exceeding grade level expectations by 2% from 35% to 37%, rather than by 3% as was the expected outcome for the metric in 2018-19. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 2 for 2019-20.

Expected outcome for performance on “English Learners: Math SBAC” metric is to increase the percentage of students meeting or exceeding grade level expectations by 2% from 46% to 48%, rather than 3% as was the expected outcome for the metric in 2018-19. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 2 for 2019-20.

Expected outcome for performance on “ELPAC Proficiency” metric is to increase the percentage of English Learners achieving at Levels 3 and 4 on the Summative ELPAC by 3% from 77% to 80%. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 2 for 2019-20.

Expected outcome for performance on “Reclassification Rate” metric is to exceed both Orange County and State of California reclassification rates for 2019-20. This expected outcome for performance is also influenced by the California Department of Education’s guidelines release in January of 2019 specifying individual performance levels requirements on Summative ELPAC in order for a student to be considered for reclassification. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 2 for 2019-20.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

To support academic success, all parents will be engaged and play an active role in the school community.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3 - Parent Involvement

Local Priorities: Parent Engagement

Annual Measurable Outcomes

Expected	Actual
Parent Leadership: Maintain At or Above 175 opportunities	Met: 186+ Opportunities
Parent Involvement: Maintain At or Above 150 family events	Met: 265+ Family Events
Fall Parent-Teacher Conferences (TK-5 & Required 6-8): Increase 5% to 100%	Did not meet: TK-5 87% parent participation rate for Fall Parent-Teacher Conferences 6-8 parent participation rate data collection methods in development for 2019-20
Daily Volunteers in TK-5: Maintain average At or Above 20	Met: 21+ Daily Volunteers on average in graded TK-5
Written translations: Maintain At or Above 165 documents	Met: 337 documents translated by March of 2019
Oral Interpretations: Maintain At or Above 130 scheduled meetings	Met: Oral interpretations provided at 130+ scheduled meetings

Expected

Actual

Social Media: Maintain At or Above 3,000 followers

Not Met: Over 2,500 Facebook and Twitter followers

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>3.1 Continue to provide parent and volunteer training to support engagement, involvement, and student achievement at school sites</p>	<ul style="list-style-type: none"> • District-level actions include District Advisory Council (DAC) meetings, District English Learner Advisory Council (DELAC) meetings, Local Control Accountability Plan (LCAP) Leadership Team meetings, and Safe Schools Task Force Committee (SSTF) meetings • Site-level actions include School Site Council (SSC) meetings, English Learner Advisory Committee (ELAC) meetings, and PTA/PTO meetings 	<p>\$10,000 Supplemental Services & Other Operating Expenses</p>	<p>\$13,031 Supplemental \$9,108 Certificated Salaries & Benefits \$441 Classified Salaries & Benefits \$536 Books & Supplies \$2,946 Services & Other Operating Expenses</p>
<p>3.2 Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input</p>	<ul style="list-style-type: none"> • The Website and Social Media Technician regularly communicated with the community via Facebook, Twitter, and website news items about school and district activities, as well as opportunities to become involved in various committees • The Superintendent published Constant Contact eNewsletters on a regular basis to communicate with parents and community members, as 	<p>\$103,111 Base \$3,960 Supplemental \$91,231 Classified Salaries & Benefits \$15,840 Services & Other Operating Expenses</p>	<p>\$93,330 Base \$4,100 Supplemental \$93,230 Classified Salaries & Benefits \$4,200 Services & Other Operating Expenses</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	<p>well as to solicit input through the distribution of online surveys</p> <ul style="list-style-type: none"> • Principals regularly sent messages to families through BlackBoard/ParentLink (mass phone calls, emails, and text messages) • Peachjar was used to manage communication with parents by providing e-distribution of flyers and greatly reducing the number of paper flyers sent home with students • Aeries, Illuminate, Report Card Maker, and School Loop were utilized to engage and inform parents about attendance (Aeries) and grades 		
<p>3.3 Continue to provide a Bilingual Community Liaison to support parent outreach</p>	<ul style="list-style-type: none"> • Provide an 11-month, 40 hours/week Bilingual Translator to provide interpretation and translation in Vietnamese and provide support for parents 	<p>\$62,830 Supplemental Classified Salaries & Benefits</p>	<p>\$63,494 Supplemental Classified Salaries & Benefits</p>
<p>3.4 Continue to provide opportunities to seek parent input from parents of students from Special Populations student groups and encourage those parents to serve on district committees</p>	<ul style="list-style-type: none"> • All 10 schools have SSCs that provide input at the school level on a variety of topics including the Single Plan for Student Achievement (SPSA) and Local Control Accountability Plan (LCAP); SSCs select a representative for the District Advisory Council (DAC) • All schools with a minimum of 21 English Learners have an English Learner Advisory Council that meets a minimum of three times per year and select a representative for the District 	<p>\$2,890 Supplemental Services & Other Operating Expenses</p>	<p>\$2,750 Supplemental Services & Other Operating Expenses</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	<p>English Learner Advisory Council (DELAC)</p> <ul style="list-style-type: none"> • Parents of ELs and Title I students provide input through annual surveys • Community Advisory Committee (CAC) members meet with others from West Orange County Consortium for Special Education (WOCCSE) districts to provide input on the special education programs in the SELPA and in FVSD • Annual IEP team meetings • Annual middle school parent education nights 		
<p>3.5 Utilize school counselors to inform middle school parents about ways to support their students' secondary school academic plans focused on college and career goals</p>	<ul style="list-style-type: none"> • Parent training nights held regarding online predators, drug use, and college readiness • Counselors attend high school articulation meetings • All middle school students received academic planning lessons presented by counselors to help with developing 4-year high school plans 	<p>\$1,500 Supplemental Services & Other Operating Expenses</p>	<p>\$2,270 Supplemental \$770 Books & Supplies \$1,500 Services & Other Operating Expenses</p>

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented as planned.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

All metrics were met or exceeded, except for attendance rate for TK-5 parent conferences which decreased from 97% to 87%.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Differences between budgeted and estimated actual expenditures were not significant and are attributable to staffing changes, collectively bargained increases to salaries and benefits and higher than expected costs for software licenses.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

There are no changes made to this goal statement; however, as a result of this analysis and the analysis of the LCFF Evaluation Rubrics, the following modification to expected outcomes to reflect progress toward goals articulated in the 2018-19 LCAP has been made:

Expected outcome for performance on "Fall Parent-Teacher Conference Participation" metric is to increase the percentage parents participating from by 7% from 87% to 95%, rather than maintaining 100% as was the expected outcome for the metric in 2018-19. This modification is referenced in the "Expected Annual Measurable Outcomes" section of the "Goals, Actions, & Services" associated with Goal 3 for 2019-20.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 4

To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5 – Student Engagement; Priority 6 – School Climate

Local Priorities: Local Climate Survey/CA Healthy Kids Survey

Annual Measurable Outcomes

Expected	Actual
Suspension: Maintain Suspension Rate At or Below 1.0%	Met: Decreased suspension rate from 1.3% to 1.0% for 2017-18
Expulsion: Maintain 0%	Met: Maintained 0% suspension rate for 2017-18
Attendance Rate: Maintain Attendance Rate At or Above 97.0%	Met: Maintained Attendance Rate at 97.0%
Chronic Absenteeism: Decrease 0.2% to 4.1%	Exceeded: Chronic Absenteeism rate of 3.7% for 2017-18
Middle School Dropout Rate: Maintain 0%	Met: Maintained 0%
California Healthy Kids Survey (CHKS) 5th Grade School Connectedness: Increase 1% (administered in even years)	Not Met: Decreased from 98% (2015-16 CHKS) to 97% (2017-18 CHKS)
California Healthy Kids Survey (CHKS) 7th Grade School Connectedness: Increase 1% (Administered in even years)	Not Met: Decreased from 95% (2015-16 CHKS) to 93% (2017-18 CHKS)

Expected

Actual

<p>California Healthy Kids Survey (CHKS) 5th Grade “Schools perceived as Safe/Very Safe:” Maintain At or Above 80%</p>	<p>Met: Increased from 82% (2015-16 CHKS) to 87% (2017-18 CHKS) of responses as “Safe or Very Safe”</p>
<p>California Healthy Kids Survey (CHKS) 7th Grade “Schools perceived as Safe/Very Safe:” Maintain At or Above 80%</p>	<p>Not Met: Decreased from 81% (2015-16 CHKS) to 69% (2017-18 CHKS) of responses as Safe or Very Safe”</p>

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>4.1 Continue to develop the leadership capacity within the District to successfully implement instructional activities and build a culture of continuous improvement</p>	<ul style="list-style-type: none"> Coordinated principal meetings focused on leadership development, site management, and data analysis One day of collaborative planning for grades 6-8 English Department Chairs of each Middle School Increased frequency of site level leadership team meetings for principal and grade level/content area leads 	<p>\$10,000 Supplemental Certificated Salaries & Benefits</p>	<p>\$13,160 Supplemental \$12,387 Certificated Salaries & Benefits \$400 Books & Supplies \$373 Services & Other Operating Expenses</p>
<p>4.2 Inform parents of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism. When necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns</p>	<ul style="list-style-type: none"> School Attendance Review Team (SART) contracts utilized at school sites to reduce the need for referrals to SARB SARB utilized to address chronic absenteeism issues not resolved through other interventions 100% of students referred to SARB improved attendance after participation in the process 	<p>\$0</p>	<p>\$0</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	<ul style="list-style-type: none"> • Truancy court referrals utilized as needed and remained the same from previous years • Increase the number of documented parent-teacher or parent-administrator conferences addressing attendance concerns 		
4.3 Provide students with health services and education	<ul style="list-style-type: none"> • School nurses maintained at 3.5 FTE • Increased staff CPR/First Aid training • Maintained diabetes administration training • Increased staff training in AED use • Maintained LVN in positions hired for 2018-19 school year 	\$384,802 Base \$21,650 Supplemental \$395,503 Certificated Salaries & Benefits \$7,358 Books & Services \$3,591 Services & Other Operating Expenses	\$399,328 Base \$14,119 Supplemental Certificated Salaries & Benefits
4.4 Provide social emotional support at elementary level	<ul style="list-style-type: none"> • Counseling interns placed at all seven elementary schools for 2018-19 school year 	\$100,000 Supplemental \$15,000 Certificated Salaries & Benefits \$85,000 Services & Other Operating Expenses	\$25,500 Base Title I \$74,533 Supplemental \$15,033 Certificated Salaries & Benefits \$85,000 Services & Other Operating Expenses
4.5 Utilized middle school counselors to provide social emotional support and help students create secondary academic plans focused on college and career goals	<ul style="list-style-type: none"> • Counselors maintained at 3.0 FT • Counseling in academic planning maintained from previous year • Three parent nights provided for families of FVSD students to connect them with HBUHSD 	\$224,617 Base \$74,872 Supplemental Certificated Salaries & Benefits	\$227,447 Base \$75,816 Supplemental Certificated Salaries & Benefits

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
4.6 Implement a consistent district-wide approach for supporting student behaviors, including alternatives to suspension and expulsion, and communicate the plan to stakeholders	<ul style="list-style-type: none"> Intervention training provided for middle school counselors Restorative practices training provided for middle school counselors Principals regularly discuss suspension data, other discipline data, and interventions 	\$5,000 Supplemental Services & Other Operating Expenses	\$5,865 Supplemental \$289 Certificated Salaries & Benefits \$76 Classified Salaries & Benefits \$5,000 Books & Supplies \$500 Services & Other Operating Expenses
4.7 Promote student engagement and school connectedness	<ul style="list-style-type: none"> PAL electives and student council/ASB activities 	\$80,000 Supplemental \$72,500 Certificated Salaries & Benefits \$7,500 Services & Other Operating Expenses	\$15,000 Supplemental \$8,004 Certificated Salaries & Benefits \$3,298 Classified Salaries & Benefits \$2,148 Books & Supplies \$1,550 Services & Other Operating Expenses

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented as planned.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

All metrics were met or exceeded, except for 7th Grade California Healthy Kids Survey item related to “School perceived as Safe or Very Safe.” CHKS was administered within the same week as tragedy at Parkland High School which undoubtedly influenced students’ perceptions about school safety.

To address the “Red” and “Orange” level Chronic Absenteeism indicators on the CA Schools Dashboard for Students with Disabilities (Red) and Pacific Islander students (Orange), FVSD will continue to inform parents of student absences and communicate the legal requirement of school attendance (Action 4.2), continue to provide social emotional support for elementary level students (Action 4.4), and continue to promote student engagement and school connectedness (Action 4.7).

To address the “Red” and “Orange” level Suspension indicators on the CA Schools Dashboard for African-American students (Red), Hispanic Students (Orange), and Students with Disabilities (Orange), social emotional support for elementary students was expanded for the 2018-19 school year (Action 4.4), middle school counselors will be maintained at 3.0 FTEs (Action 4.5), and there will be a continued focus on implementing a consistent, district-wide approach for supporting student behaviors (Action 4.6).

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Differences between budgeted and estimated actual expenditures are attributable to staffing changes, and/or collectively bargained increases to salaries and benefits.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

There are no changes made to this goal statement; however, as a result of this analysis and the analysis of the LCFF Evaluation Rubrics, the following modification to expected outcomes to reflect progress toward goals articulated in the 2018-19 LCAP has been made:

Expected outcome for performance on “5th Grade School Connectedness on CHKS/Climate Survey” metric is to increase the school connectedness metric from by 1% from 72% to 73%, based on Climate Survey rather than CHKS due to alternating year administration pattern. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 4 for 2019-20.

Expected outcome for performance on “7th Grade School Connectedness on CHKS/Climate Survey” metric is to increase the school connectedness metric from by 1% from 72% to 73%, based on Climate Survey rather than CHKS due to alternating year administration pattern. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 4 for 2019-20.

Expected outcome for performance on “5th Grade ‘Safe or Very Safe’ rating on CHKS/Climate Survey” metric is to maintain percentage of 5th grade students providing one of these two responses on the 4-point Likert scale above 80%, based on Climate Survey rather than CHKS due to alternating year administration pattern. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 4 for 2019-20.

Expected outcome for performance on “7th Grade ‘Safe or Very Safe’ rating on CHKS/Climate Survey” metric is to increase the percentage of 7th grade student providing one of these two responses on the 4-point Likert scale from 69% to 80%, based on Climate Survey rather than CHKS due to alternating year administration pattern. This modification is referenced in the “Expected Annual Measurable Outcomes” section of the “Goals, Actions, & Services” associated with Goal 4 for 2019-20.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 5

To support academic success, school facilities will be clean, safe, and effectively support a 21st Century education.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic Services

Local Priorities: Basics: Teachers, Instructional Materials, Facilities

Annual Measurable Outcomes

Expected

Actual

Facilities Inspection Tool (FIT)

Overall "Good" Status: Maintain 100%

Met: Maintained 100% on Facilities Inspection Tool

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 5

Planned
Actions/Services

Actual
Actions/Services

Budgeted
Expenditures

Estimated Actual
Expenditures

5.1 Provide appropriate staffing and services to ensure District facilities are clean and well-maintained

- Custodial staff was maintained
- All school facilities were evaluated with the FIT; "Good" repair status in all

\$5,800,917 Base

\$3,527,877 Classified
Salaries & Benefits

\$6,317,074 Base

\$3,601,130 Classified
Salaries & Benefits

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	areas resulted in "Good" overall ratings at schools	\$358,950 Books & Supplies \$1,851,090 Services & Other Operating Expenses \$63,000 Capital Outlay	\$336,228 Books & Supplies \$2,339,716 Services & Other Operating Expenses \$40,000 Capital Outlay
5.2 Implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades	<ul style="list-style-type: none"> Phase 1 construction at Courreges and Masuda on schedule, with anticipated completion in summer, 2019 DSA approved plans for Fulton, Cox, and Tamura Contractor selected for Phase 2 construction at Fulton, Cox, and Tamura 	\$0	\$0
5.3 Fund a deferred maintenance plan based on the priorities in the Facilities Master Plan	<ul style="list-style-type: none"> Funds continue to be placed in the Deferred Maintenance Fund in order to support work which will be done through Measure O and ensure that once completed, sites will be maintained 	\$500,000 Base LCFF Transfer to Maintenance Fund (Fund 14)	\$500,000 Base LCFF Transfer to Maintenance Fund (Fund 14)
5.4 Provide and maintain the infrastructure to support instructional technology	<ul style="list-style-type: none"> Provided new projectors, access points, printers, and switches as part of the modernization effort in the interim housing Deployed Single-Sign-On (SSO) at Courreges Elementary School Replaced three servers used to manage user authentication and improve network security Implemented an enterprise casting solution from Intel Unite 	\$27,000 Base \$23,000 Supplemental Capital Outlay	\$27,000 Base \$23,000 Supplemental \$27,000 Books & Supplies \$23,000 Capital Outlays

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
5.5 Continue to engage the community in the Citizens Bond Oversight Committee (CBOC) work	<ul style="list-style-type: none"> Continued to conduct regularly scheduled meetings of the Citizens Bond Oversight Committee 	\$0	\$0
5.6 Support site safety through the maintenance of emergency supplies and staff training	<ul style="list-style-type: none"> Supported site safety through the maintenance of emergency supplies and staff training Established Safe Schools Task Force to engage stakeholders in conversations related to school safety and emergency preparedness 	\$20,000 Base (One-Time) \$70,870 Supplemental \$80,000 Books & Supplies \$10,870 Services & Other Operating Expenses	\$109,411 Supplemental \$235 Salaries & Benefits \$103,236 Books & Supplies \$5,940 Services & Other Operating Expenses

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented as planned.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Overall facilities are clean and well-maintained. Implementation of Measure O is on track with construction at two schools nearing completion and construction at three schools scheduled to begin in summer, 2019

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Differences between budgeted and estimated actual expenditures were not significant and are attributable to staffing changes and collective bargaining increases to salaries and benefits. Estimated actuals for Action 5.1 are lower than originally budgeted due to lower than expected total salaries and benefits expenses.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

There are no changes made to this goal, expected outcomes, metrics or actions and services as a result of this analysis and analysis of the LCFF Evaluation Rubrics.

Stakeholder Engagement

LCAP Year: 2019-20

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

FVSD engaged in an extensive process of consulting with a wide array of stakeholders as part of the planning process for the 2019-20 LCAP/Annual Review and Analysis. FVSD began this work with the initial meeting of the District's LCAP Leadership Work Team on January 29, 2019 – followed by additional meetings of the LCAP Leadership Work Team on March 26, 2019 and May 7, 2019. The District's LCAP Leadership Work Team included parent representatives from each school site, representatives of the Fountain Valley Educators Association (teachers), representatives of the California School Employees Association Fountain Valley Chapter #358 (classified employees), representatives of the Fountain Valley Education Foundation, principals, district administrators, and representatives of the FVSD Board of Education. Input into the development process was also brought forward by the Superintendent's Parent Council (April 24, 2019) and from the School Site Council of each of FVSDs ten schools subsequent to meetings that took place at school sites during the month of March 2019.

FVSD staff also conducted multiple stakeholder meetings with the District Advisory Committee and District English Learner Advisory Committee (February 21, 2019, March 28, 2019, and May 2, 2019), District EL Coordinators and GATE Coordinators (March 5, 2019 and April 2, 2019), and District Administrators (February 12, 2019, March 12, 2019, and May 14, 2019). An FVSD School Board Study Session directly related to the development of the 2019-20 LCAP was conducted on March 28, 2019. In addition, all FVSD parents were extended the opportunity to provide input into the LCAP update process via the 2019-20 LCAP Input Survey which was conducted during the month of March 2019. FVSD also conducted a Community Forum on the evening of April 3, 2019 to provide an additional venue for input from stakeholders. Finally, a climate study of students in grades 3-8 was conducted in spring of 2019 to gather information and insight into the academic and social experiences of students in Fountain Valley School District.

The information shared at each of the stakeholder meetings included an explanation of the Local Control Accountability Plan purpose and process, review of resources provided through base and supplemental Local Control Funding Formula, alignment of FVSD goals with the 8 State Priority Areas, a review of FVSD SBAC Results, a review of FVSD Dashboard Results, and a review of FVSDs progress toward the 2018-19 Goals, Actions, and Services. In addition, each stakeholder group engaged in the process of identifying performance gaps on the various accountability metrics and providing input into Goals, Actions, and Services for the 2019-20 Local Control Accountability Plan. **FVSD is proud that our outreach regarding the updating of the LCAP resulted in nearly 900 survey**

responses and over 150 individuals participated in presentations providing opportunities for input into the development of the 2019-20 LCAP.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

Fountain Valley School District places great value on the feedback provided by all stakeholders through the LCAP development process. Extensive efforts were made to gather, analyze, and synthesize both quantitative and qualitative input from stakeholder consultations. Although most of the input regarding the development of the LCAP comes is qualitative in nature, the LCAP Survey (to which FVSD received nearly 900 responses) provides statistical validation of the goals, actions, and services articulated in the LCAP. To summarize the results of the LCAP survey, 96% of responses to the Goals, Actions, and Services associated with Goal #1 were favorable (“strongly” or “moderately” supportive) 86% of responses to Goal #2 were favorable, 93% of responses to Goal #3 and Goal #4 were favorable, and 96% of responses to Goal #5 were favorable. There were multiple open-ended response statements favoring the continuation and expansion of music programs, library programs, and STEM programs across all grade levels (Actions & Services associated with Goal 1). The 2019-20 LCAP reflects increases in resources dedicated to expanding the District’s music program, library program, and STEM-related learning opportunities (Action 1.6, Action 1.9, and Action 1.11). Statements also reflected strong support for continued intervention programs to support struggling students and students with special needs (Actions & Services associated with Goal 2). The 2019-20 LCAP includes increases in resources dedicated to providing intervention support for underperforming students (Action 2.4).

Many statements highlight the community’s desire for constant communication between school and home, parent events and support services, and specific actions to connect with families of English learners (Actions & Services associated with Goal 3). Survey respondents indicated that the parent involvement activities associated with academics that they would be most likely to attend would be reading-related (79% favorable) and math-related (78% favorable) events. The 2019-20 LCAP includes increases in resources dedicated to supporting parent involvement/engagement events (Action 3.1) and providing parent connections via technology (Action 3.2 and Action 5.4).

Requests to expand actions and services that support the social-emotional needs of students were also prevalent – with a noted interest in providing programming for parents associated with cyber-bullying prevention and mental health/suicide prevention (Actions & Services associated with Goal 3 and Goal 4). The 2019-20 LCAP reflects increases to resources dedicated to expanding the District’s efforts to continue to build safe, supportive, and nurturing learning environments through implementing a consistent district-wide approach to supporting student behavior (Action 4.6), expanding counseling support services at both the elementary and middle school levels (Action 4.4 and Action 4.6), and increasing resources to promote school connectedness (Action 4.7). Statements from the survey also advocated for continuing the work associated with school safety, modernization of facilities (including air conditioning in

classrooms), and student access to technology (Actions & Services associated with Goal 5). The 2019-20 LCAP reflects increases to resources dedicated to maintaining technology infrastructure (Action 5.4) and resources dedicated to improving site safety (Action 5.6).

In addition to the LCAP Survey, numerous stakeholder groups attended meetings specifically purposed for gaining input into the LCAP update process. These stakeholder groups included the District LCAP Leadership Team, Superintendents Parent Council, FVSD Cabinet, FVSD Administrative Team, District Advisory Committee, District English Learner Advisory Committee, School Site Councils, and a joint committee of FVSDs GATE and EL Lead Teachers/Coordinators. The input of these committees served as strong validation for the Actions & Services outlined in the FVSD LCAP and of the results of the LCAP Survey. In addition, input from across the various groups called for the ongoing professional development of all staff related to instruction for all students (Action 1.5), specific instructional strategies for supporting ELs and Students with Disabilities (Action 2.2 and Action 2.5), and the ongoing development of leadership capacity (Action 4.1).

FVSD greatly values the input of stakeholders and dedicated substantial time to gathering input as part of the LCAP development process. Input gathered through the LCAP Survey and targeted activities with numerous stakeholder groups is directly reflected in the Goals, Actions, and Services associated with the 3-year LCAP and played a critical role in the 2019-20 LCAP Update process.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 1

To support academic success, students will participate in a rigorous academic program and demonstrated continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking, and problem solving.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1 - Basic Services; Priority 2 - Implementation of Academic Standards; Priority 4 - Student Achievement; Priority 7 - Course Access; and Priority 8 – Other Pupil Outcomes

Local Priorities: Basics: Teachers, Instructional Materials, and Facilities

Identified Need:

Address "Orange" performance indicator on the CA Schools Dashboard for Students with Special Needs in English Language Arts and Mathematics

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Qualified Staffing	Maintain 100%	Maintained 100%	Maintained 100%	Goal is to Maintain 100%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Access to Textbooks	Maintain 100%	Maintained 100%	Maintained 100%	Goal is to Maintain 100%
ELA SBAC Levels 3 and 4: Increase 2%	73% of All Students Group achieved Level 3 or Level 4	75% of All Students Group achieved Level 3 or Level 4	75% of All Students Group achieved Level 3 or Level 4	Goal is to increase the percentage of "All Students" achieving at Levels 3 or 4 on SBAC ELA by 2%
Math SBAC Levels 3 and 4: Increase 2%	68% of All Students Group achieved Level 3 or Level 4	70% of All Students Group achieved Level 3 or Level 4	73% of All Students Group achieved Level 3 or Level 4	Goal is to increase the percentage of "All Students" achieving at Levels 3 or 4 on SBAC ELA by 2%
Broad Course of Study	Maintain 100%	Maintained 100%	Maintained 100%	Goal is to Maintain 100%
3 rd Grade Literacy Screener	Set baseline at end of 2017-18 school year	Set baseline at 54% of students meeting/exceeding grade level expectations	Goal to increase 1% from 54% to 55% of students meeting or exceeding grade level expectations	Goal is to increase percentage of students meeting or exceeding grade level expectations on 3 rd grade F&P by 5%
Technology	Set baseline at end of 2017-18 school year	Set baseline at 55% of students making daily/almost daily use of technology	Goal to increase by 2% from 55% to 57% of daily/almost daily use of technology	Goal is to increase to percentage of students making daily/almost daily use of technology by 3%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Employee a highly qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$44,870,000	\$46,678,378	\$47,082,964
Source	Base	Base	Base
Budget Reference	Certificated/Classified Salaries & Benefits	Certificated/Classified Salaries & Benefits	Certificated/Classified Salaries & Benefits

Action 1.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

2017-18 Actions/Services

Support new teachers in obtaining a clear credential through an induction program

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to increased program costs

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$32,500	\$40,000	\$40,000
Source	Teacher Effectiveness Grant	Supplemental	Supplemental
Budget Reference	Services & Other Operating Expenses	Services & Other Operating Expenses	Services & Other Operating Expenses

Action 1.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

6-8 Grade Span

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Provide a one-time stipend for acquisition of additional District-approved authorizations in order to standardize electives at all three middle schools

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,500	\$1,500	\$1,500
Source	Base	Base	Base
Budget Reference	Certificated Salaries	Certificated Salaries	Certificated Salaries

Action 1.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

2017-18 Actions/Services

Utilize instructional materials and supplies aligned with CA State Standards, CA English Language Development

Select from New, Modified, or Unchanged for 2018-19

Modified
Expenditure increase for TK-5 reading materials and Special Education reading and mathematics pilot

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

Modified
Expenditure increase due to anticipated 6-8 Social Studies adoption

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Standards, and Next Generation Science Standards

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$282,957	\$498,367	\$1,181,500
Source	\$282,957 Base	\$498,367 Base	\$1,175,000 Base \$6,500 Supplemental
Budget Reference	Books & Supplies	Books & Supplies	Books & Supplies

Action 1.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Includes GATE and District professional development increases over time

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Provide certificated and classified staff with professional development and time to collaborate on content standards (CA State Standards, CA ELD Standards, and

2018-19 Actions/Services

Provide certificated and classified staff with professional development and time to collaborate on content standards (CA State Standards, CA ELD Standards, and

2019-20 Actions/Services

2017-18 Actions/Services

Next Generation Science Standards), District-adopted instructional materials, District Signature Practices, technology, and ways to support student behavior

2018-19 Actions/Services

Next Generation Science Standards), District-adopted instructional materials, District Signature Practices, GATE, technology, and ways to support student behavior

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$512,523	\$496,295	\$360,150
Source	\$160,000 Base \$351,915 Supplemental	Supplemental	Supplemental
Budget Reference	\$155,000 Certificated Salaries & Benefits \$59,821 Books & Supplies \$297,702 Services & Other Operating Expenses	\$296,477 Certificated Salaries & Benefits \$71,000 Books & Supplies \$128,818 Services & Other Operating Expenses	\$163,700 Certificated Salaries & Benefits \$75,000 Books & Supplies \$121,450 Services & Other Operating Expenses

Action 1.6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners, Foster Youth, and Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated expansion of technology and robotics at all levels

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Provide and maintain classroom technology and student and staff devices in order to provide students the

2018-19 Actions/Services

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

opportunity to utilize technology in the core program

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$208,214	\$304,000	\$474,000
Source	\$180,000 Base \$28,214 Supplemental	\$275,000 Base (\$100K One-Time) \$29,000 Supplemental	\$350,000 Base \$124,000 Supplemental
Budget Reference	Books & Supplies	Books & Supplies	Books & Supplies

Action 1.7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

Support and maintain infrastructure, classroom technology, and devices by

2018-19 Actions/Services

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

providing IT staff and Site Technology Coordinators

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$559,328	\$572,924	\$590,572
Source	\$424,079 Base \$135,259 Supplemental	\$433,570 Base \$139,354 Supplemental	\$451,911 Base \$138,661 Supplemental
Budget Reference	Certificated & Classified Salary and Benefits	Certificated & Classified Salary and Benefits	Certificated & Classified Salaries and Benefits

Action 1.8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

6-8 Grade Span

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

Incorporate student access to music instruction through the core staffing ratio

2018-19 Actions/Services

This action/service deleted and incorporated into Action 1.1

2019-20 Actions/Services

This action/service ended in the 2018-19

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$240,663		
Source	Base		
Budget Reference	Certificated Salaries & Benefits		

Action 1.9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

LEA-wide

TK-5 Grade Span

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

Utilize itinerant music teachers in elementary schools to provide teacher release time for administering assessments, analyzing data, and instructional planning

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$231,808	\$254,192	\$261,538
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Certificated Salaries & Benefits	Certificated Salaries & Benefits	Certificated Salaries & Benefits

Action 1.10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$50,000	\$40,000	\$0
Source	Supplemental	Supplemental	
Budget Reference	Books & Supplies	Books & Supplies	

Action 1.11

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

School-wide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified

Modified
Anticipated increase in expenditures due to increased hours for Library Media Technician at all Middle Schools

Modified
Additional changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide a school library program to support teaching and learning

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$207,161	\$237,511	\$273,879
Source	\$144,326 Base \$62,835 Supplemental	\$165,813 Base \$71,698 Supplemental	\$179,092 Base \$94,787 Supplemental
Budget Reference	Classified Salaries & Benefits	\$220,211 Classified Salaries & Benefits \$17,300 Books & Supplies	\$251,214 Classified Salaries & Benefits \$22,665 Books & Supplies

Action 1.12

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All students

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

Grade span 6-8

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

New

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide student access to choir instruction through core staffing ratio at middle schools

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			\$80,000
Source			Supplemental
Budget Reference			Certificated Salaries & Benefits

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 2

To support academic success in the core program, English learners, foster youth, low-income, and special education students will be provided with additional supports to ensure equal access, engagement and high levels of achievement.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4 - Pupil Achievement; and, Priority 8 – Other Student Outcomes

Local Priorities: Basics: Teachers, Instructional Materials, and Facilities

Identified Need:

Address “Orange” performance indicator on the CA Schools Dashboard for Students with Special Needs in English Language Arts and Mathematics

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
ELs: ELA SBAC	43% of ELs achieved at Levels 3 or 4 on SBAC ELA (2015-16 baseline)	41% of ELs achieved at Levels 3 or 4 on SBAC ELA (-2%)	35% of ELs achieved at Levels 3 or 4 on SBAC ELA (-6%)	Goal is to increase the percentage of EL students achieving at Levels 3 or 4 on SBAC ELA by 2%
ELs: Math SBAC	52% of ELs achieved at Levels 3 or 4 on SBAC Math (2015-16 baseline)	51% of ELs achieved at Levels 3 or 4 on SBAC Math (-1%)	46% of ELs achieved at Levels 3 or 4 on SBAC Math (-5%)	Goal is to increase the percentage of EL students achieving at Levels 3 or 4 on SBAC Math by 2%
LI: ELA SBAC	58% of LI students achieved at Levels 3 or 4 on SBAC ELA (2015-16 baseline)	63% of LI students achieved at Levels 3 or 4 on SBAC ELA (+5%)	65% of LI students achieved at Levels 3 or 4 on SBAC ELA (+2%)	Goal is to increase the percentage of LI students achieving at Levels 3 or 4 on SBAC ELA by 2%
LI: Math SBAC	54% of LI students achieved at Levels 3 or 4 on SBAC Math (2015-16 baseline)	57% of LI students achieved at Levels 3 or 4 on SBAC Math (+3%)	62% of LI students achieved at Levels 3 or 4 on SBAC Math (+5%)	Goal is to increase the percentage of LI students achieving at Levels 3 or 4 on SBAC Math by 2%
ELPAC Proficiency	Baseline year for ELPAC data reporting is 2018-19 for Summative ELPAC administered in 2017-18 school year	Not Applicable	77% of English Learners achieved at Level 3 or 4 on Overall Summative ELPAC Assessment	Goal is to increase the percentage of English Learners achieving at Levels 3 or 4 by 3%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Reclassification Rate	Reclassification rate for English Learners was 8.0% during the 2015-16 school year	Reclassification rate for English Learners during the 2016-17 school year was 14.6%	Reclassification rate for English Learners during the 2017-18 school year was 20%	Goal for reclassification rate for English Learners is to exceed both Orange County and State of California reclassification rates

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 2.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide coordinated EL services at school sites that include newcomer and primary language supports

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$313,116	\$298,162	\$287,261
Source	Supplemental	\$188,163 Supplemental \$110,000 Base	\$197,635 Supplemental \$89,626 Base Title III EL
Budget Reference	\$250,367 Certificated/Classified Salaries & Benefits \$2,090 Books & Supplies \$2,281 Services & Other Operating Expenses	\$291,762 Certificated/Classified Salaries & Benefits – Supplemental \$2,500 Books & Supplies \$3,900 Services & Other Operating Expenses	\$81,658 Certificated Salaries & Benefits \$201,610 Classified Salaries & Benefits \$2,391 Books & Supplies \$1,602 Services & Other Operating Expenses

Action 2.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Students with Disabilities

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

6-8 Grade Span

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

2017-18 Actions/Services

Provide ongoing support for the Co-teaching service delivery model

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to staffing changes and lower total costs

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$143,963	\$118,716	\$112,702
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Certificated Salaries & Benefits	Certificated Salaries & Benefits	Certificated Salaries & Benefits

Action 2.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

LEA-wide

All schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipate changes due to increases in licensing costs

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to increases in licensing costs

2017-18 Actions/Services

Utilize District common assessments that are aligned with the CA State Standards and the Smarter Balanced Assessment System to identify students for

2018-19 Actions/Services

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

participation in supplemental services, including a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$97,985	\$101,653	\$257,405
Source	\$78,489 Base \$19,496 Supplemental	\$82,500 Base \$19,153 Supplemental	\$108,054 Base \$149,351 Supplemental
Budget Reference	\$3,500 Certificated Salaries & Benefits \$13,700 Books & Supplies \$80,785 Services & Other Operating Expenses	\$4,000 Certificated Salaries & Benefits \$15,000 Books & Supplies \$82,673 Services & Other Operating Expenses	\$3,781 Certificated Salaries & Benefits \$102,110 Books & Supplies \$151,514 Services & Other Operating Expenses

Action 2.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

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OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income	LEA-wide	All Schools
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Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Modified
Reduction in expenditures due to instructional materials purchased in 2017-18

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

Provide intervention for identified students during and beyond the school day

2018-19 Actions/Services

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2019-20 Actions/Services

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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$687,433	\$549,986	\$804,500
Source	\$482,500 Base \$204,933 Supplemental	\$549,986 Supplemental	\$280,000 Base Low-Performing Student Block Grant \$524,500 Supplemental
Budget Reference	\$498,483 Certificated Salaries & Benefits \$188,950 Books & Supplies	\$513,986 Certificated Salaries & Benefits \$36,000 Books & Supplies	\$782,500 Certificated Salaries & Benefits \$22,000 Books & Supplies

Action 2.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Utilize Teacher(s) on Special Assignment (TOSAs) to support teachers in meeting the needs of special student populations

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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$486,371	\$559,344	\$570,944
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Certificated Salaries & Benefits	Certificated Salaries & Benefits	Certificated Salaries & Benefits

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 3

To support academic success, all parents will be engaged and play an active role in the school community.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3 - Parent Involvement

Local Priorities: Parent Engagement

Identified Need:

The District enjoys strong parent involvement, but there is a need to broaden engagement to better reflect the demographics of the student population. Specifically, it is desirable to increase the percentage of parents participating in TK-5 parent conferences and continue to refine data-collection processes related to parent participation in 6-8 parent conferences. In addition, there is a need to continue to encourage parents of students from Special Populations student groups to participate in District and Site level input committees such as DAC, DELAC, SSC, ELAC, and PTA/PTO.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Parent Leadership	Maintain At or Above 175 parent leadership opportunities	Maintain At or Above 175 Parent Leadership opportunities	Maintain At or Above 175 Parent Leadership opportunities (Actual number of parent leadership opportunities was 186+)	Maintain At or Above 175 Parent Leadership opportunities
Parent Involvement	Maintain At or Above 150 parent involvement opportunities	Maintain At or Above 150 parent involvement opportunities (Actual number of parent involvement opportunities was 277)	Maintain At or Above 150 parent involvement opportunities (Actual number of parent involvement opportunities was 265+)	Maintain At or Above 250 parent involvement opportunities
Fall Parent-Teacher Conference participation	Baseline for Fall Parent-Teacher Conference Participation Rate of 85%	85% Fall Parent-Teacher Conference Participation for 2016-17	97% Fall Parent-Teacher Conference Participation for 2017-18	Increase Fall Parent-Teacher Conference Participation by 8% from 87% in 2018-19 to 95% in 2019-20
Daily Volunteers	20+ Daily Parent Volunteers across school sites	20+ Daily Volunteers	21+ Daily Volunteers	21+ Daily Volunteers
Written Translations	Maintain At or Above 165 document translations	Maintain At or Above 165 document translations (314 documents translated during the 2017-18 school year)	Maintain At or Above 165 document translations (337+ documents translated during the 2018-19 school year)	Maintain At or Above 165 document translations

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Oral Interpretations	Maintain Oral Interpretations At or Above 130 Scheduled Meetings	Maintain Oral Interpretations At or Above 130 Scheduled Meetings (130+ Scheduled Meetings)	Maintain Oral Interpretations At or Above 130 Scheduled Meetings (107+ Scheduled Meetings)	Maintain Oral Interpretations At or Above 130 Scheduled Meetings
Social Media	Maintain At or Above 1,800 Social Media Followers	Maintain At or Above 1,800 Social Media Followers	2,500+ Social Media Followers	2,500+ Social Media Followers

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 3.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

LEA-wide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Unchanged

Unchanged

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Continue to provide parent and volunteer training to support engagement,

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

involvement and student achievement at the school sites

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$10,000	\$10,000	\$10,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Services & Other Expenses	Services & Other Expenses	Services & Other Expenses

Action 3.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

LEA-wide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$94,982	\$107,071	\$99,730
Source	\$88,368 Base \$6,614 Supplemental	\$103,111 Base \$3,960 Supplemental	\$94,393 Base \$5,337 Supplemental
Budget Reference	\$88,368 Classified Salaries & Benefits \$6,614 Services & Other Operating Expenses	\$91,231 Classified Salaries & Benefits \$15,840 Services & Other Operating Expenses	\$94,393 Classified Salaries & Benefits \$5,337 Services & Other Operating Expenses

Action 3.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$66,811	\$62,830	\$67,384
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Classified Salaries & Benefits	Classified Salaries & Benefits	Classified Salaries & Benefits

Action 3.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$2,750	\$2,890	\$2,890
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Services & Other Operating Expenses	Services & Other Operating Expenses	Services & Other Operating Expenses

Action 3.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,500	\$1,500	\$1,500
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Services & Other Operating Expenses	Services & Other Operating Expenses	Services & Other Operating Expenses

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 4

To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5 – Student Engagement; Priority 6 – School Climate

Local Priorities: Local Climate Survey

Identified Need:

Reduced the suspension rate for students identified as African-American by 4%, Hispanic by 0.5%, and Students with Disabilities by 3% to ensure a Green-level performance indicator for the 2019 CA School Dashboard. Reduce chronic absenteeism by 2% for Students with Disabilities and Pacific Islanders by 6.7% to ensure a Green-level performance indicator for the 2019 CA School Dashboard. Increase the percentage of middle school students perceiving school to be "Safe/Very Safe" on California Healthy Kids Survey from 69% to 80% to meet the goal established by stakeholders.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Suspension Rate	Maintain Suspension Rate At or Below 1.0%	Maintain Suspension Rate At or Below 1.0%	Maintain Suspension Rate At or Below 1.0%	Maintain Suspension Rate At or Below 1.0%
Expulsion Rate	Maintain Expulsion Rate at 0%	Expulsion Rate maintained at 0%	Expulsion Rate maintained at 0%	Expulsion Rate maintained at 0%
Attendance Rate	Maintain At or Above 97% Attendance Rate	Maintain At or Above 97% Attendance Rate	Maintain At or Above 97% Attendance Rate	Maintain At or Above 97% Attendance Rate
Chronic Absenteeism	Maintain At or Below 3.5% Chronic Absenteeism Rate	Maintain At or Below 3.5% Chronic Absenteeism Rate	Maintain At or Below 3.5% Chronic Absenteeism Rate	Maintain At or Below 3.5% Chronic Absenteeism Rate
Middle School Dropout Rate	Maintain Middle School Dropout Rate at 0%	Middle School Dropout Rate maintained at 0%	Middle School Dropout Rate maintained at 0%	Middle School Dropout Rate maintained at 0%
5th Grade School Connectedness on CHKS/Climate Survey	Increase 5 th Grade School connectedness by 1%	Increase 5 th Grade School connectedness by 1% to 72%	N/A Administered in Even Years	Increase 5 th Grade School connectedness by 1% to 73%
7th Grade School Connectedness on CHKS/Climate Survey	Increase 7 th Grade School connectedness by 1%	Increase 7 th Grade School connectedness by 1% to 72%	N/A Administered in Even Years	Increase 7 th Grade School connectedness by 1% to 73%
5th Grade “Safe or Very Safe” rating on CHKS/Climate Survey	Maintain above 80% of 5 th Grade students perceiving school as Safe/Very Safe on CHKS	Maintain At or Above 80%	N/A Administered in Even Years	Maintain At or Above 80%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
7th Grade “Safe or Very Safe” rating on CHKS/Climate Survey	Maintain above 80% of 7 th Grade students perceiving school as Safe/Very Safe on CHKS	Maintain At or Above 80%	N/A Administered in Even Years	Maintain At or Above 80%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 4.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learner, Foster Youth, and Low Income

LEA-wide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Unchanged

Unchanged

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Continue to develop the leadership capacity within the District to successfully

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

implement instructional initiatives and build a culture of continuous improvement

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$10,000	\$10,000	\$10,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Certificated Salaries & Benefits	Certificated Salaries & Benefits	Certificated Salaries & Benefits

Action 4.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Inform parent of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism and when necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$0	\$0	\$0
Source			
Budget Reference	Expense captured in Actions 2.3 and 3.2	Expense captured in Actions 2.3 and 3.2	Expense captured in Actions 2.3 and 3.2

Action 4.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners, Foster Youth, and Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

Provide students with health services and education

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$389,017	\$406,452	\$438,636
Source	\$370,000 Base \$19,017 Supplemental	\$395,503 Base \$21,650 Supplemental	\$414,057 Base \$24,579 Supplemental
Budget Reference	\$378,368 Certificated Salaries & Benefits \$7,144 Books & Services \$3,487 Services & Other Operating Expenses	\$395,503 Certificated Salaries & Benefits \$7,358 Books & Services \$3,591 Services & Other Operating Expenses	\$392,943 Certificated Salaries & Benefits \$45,693 Classified Salaries & Benefits

Action 4.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

2017-18 Actions/Services

Select from New, Modified, or Unchanged for 2018-19

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$10,000	\$100,000	\$109,078
Source	Supplemental	\$25,500 Base \$74,500 Supplemental	\$25,500 Base Title I \$83,578 Supplemental
Budget Reference	Certificated Salaries & Benefits	\$15,000 Certificated Salaries & Benefits \$85,000 Services & Other Operating Expenses	\$24,078 Certificated Salaries & Benefits \$85,000 Services & Other Operating Expenses

Action 4.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

plans focused on college and career goals

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$287,568	\$299,489	\$326,801
Source	\$214,146 Base \$72,422 Supplemental	\$224,617 Base \$74,872 Supplemental	\$237,601 Base \$89,200 Supplemental
Budget Reference	Certificated Salaries & Benefits	Certificated Salaries & Benefits	\$316,801 Certificated Salaries & Benefits \$10,000 Services & Other Operating Expenses

Action 4.6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Modified

Increased allocation of resources to pursue enhanced implementation of MTSS services for students

2017-18 Actions/Services

Implement a consistent district-wide approach for supporting student behavior, including alternatives to suspension and

2018-19 Actions/Services

2019-20 Actions/Services

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

expulsions, and communicate the plan to stakeholders

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$5,000	\$5,000	\$55,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Services & Other Operating Expenses	Services & Other Operating Expenses	\$30,000 Books & Supplies \$25,000 Services & Other Operating Expenses

Action 4.7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$15,000	\$80,000	\$15,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Services & Other Operating Expenses	\$72,500 Certificated Salaries & Benefits \$7,500 Services & Other Operating Expenses	Services & Other Operating Expenses

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 5

To support academic success, school facilities will be clean, safe, and effectively support a 21st Century education.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1 - Basics

Local Priorities: Basics: Teachers, Instructional Materials, Facilities

Identified Need:

While facilities are safe and well-maintained, there is an identified need to improve air quality, climate, and 21st Century learning environments

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Facilities Inspection Tool (FIT)	Overall "Good" status: Maintain 100%	Met goal by achieving Overall "Good" status on FIT: Maintained 100%	Met goal by achieving Overall "Good" status on FIT: Maintained 100%	Overall "Good" status on FIT: Maintain 100%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 5.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipated changes due to collectively bargained increases to salary and benefits

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide appropriate staffing and services to ensure District facilities are clean and well-maintained

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$5,646,130	\$5,800,917	\$6,069,508
Source	Base	Base	Base
Budget Reference	\$3,562,901 Classified Salaries & Benefits \$386,391 Books & Supplies \$1,579,240 Services & Other Operating Expenses \$117,628 Capital Outlay	\$3,527,877 Classified Salaries & Benefits \$358,950 Books & Supplies \$1,851,090 Services & Other Operating Expenses \$63,000 Capital Outlay	\$3,684,498 Classified Salaries & Benefits \$316,600 Books & Supplies \$2,023,410 Services & Other Operating Expenses \$45,000 Capital Outlay

Action 5.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades

2018-19 Actions/Services

Proceed with construction of Phases 1 and 2 of Measure O projects and begin Design Phases 2-5

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$0	\$0	\$0
Source	Measure O Bond Funds	Measure O Bond Funds	Measure O Bond Funds
Budget Reference	Fund 21	Fund 21	Fund 21

Action 5.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Unchanged

2017-18 Actions/Services

Fund a deferred maintenance plan based on the priorities identified in the Facilities Master Plan

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$500,000	\$500,000	\$500,000
Source	Base	Base	Base
Budget Reference	LCFF Transfer to Fund 14	LCFF Transfer to Fund 14	LCFF Transfer to Fund 14

Action 5.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners, Foster Youth, and Low Income

LEA-wide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Modified
Anticipate changes due to increases in licensing costs

Select from New, Modified, or Unchanged for 2019-20

Modified
Anticipate changes due to increases in licensing costs

2017-18 Actions/Services

Provide and maintain the infrastructure to support instructional technology

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$45,227	\$50,000	\$55,000
Source	\$22,227 Base \$23,000 Supplemental	\$27,000 Base \$23,000 Supplemental	\$32,000 Base \$23,000 Supplemental
Budget Reference	Capital Outlay	Capital Outlay	\$32,000 Books & Supplies \$23,000 Capital Outlay

Action 5.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

New

Unchanged

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Continue to engage the community in the Citizens Bond Oversight Committee (CBOC) work

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount		\$0	\$0
Source			
Budget Reference			

Action 5.6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount		\$90,870	\$45,000
Source		\$20,000 Base (One-time)	\$45,000 Supplemental
Budget Reference		\$80,000 Books & Supplies \$10,870 Services & Other Operating Expenses	\$35,000 Books & Supplies \$10,000 Services & Other Operating Expenses

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2019-20

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$3,093,236

6.15%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a school-wide or LEA-wide basis. Include the required descriptions supporting each school-wide or LEA-wide use of funds (see instructions).

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Given the pattern of District enrollment of unduplicated and other high needs students, increased services are provided district-wide. Our ELs, LI, FY, Students with Disabilities, and other high-needs students are enrolled in all 10 schools to varying degrees. In order to meet their needs, services are most effectively administered district-wide. In support of ELs, LI, FY, Students with Disabilities, and other high-needs students, the District directed supplemental services in the following areas:

Coordinated EL Services: "Research shows that effective academic programs for ELs eliminate achievement gaps by providing cohesive, sustained systems of support (Valentino & Reardon, 014; Baker et al, 2014; Calderon, Slavin & Sanchez, 2011)." *English Learner Toolkit (Rev. Ed.)*. U.S. Department of Education, Office of Language Acquisition, 2016.

Teachers on Special Assignment (TOSAs) support teachers: “Program-provided or required professional development is not ‘one size fits all’... Professional development extends beyond the traditional notion of an ‘event,’ such as a workshop, in-service, or institute, and includes coaching opportunities to better observe other teachers and collaborative inquiry.” *Greatness by Design: Supporting Outstanding Teaching to Sustain a Golden State. A Report by State Superintendent of Public Instruction, Tom Torlakson’s Task Force on Educator Excellence, September 2012.*

Supplemental resources to provide greater access to quality text: “All teachers, particularly those early in their career, deserve access to well-organized, high-quality resources they can adapt to the daily needs of their class... A growing and compelling research base suggests that high-quality instructional materials can yield improvements in student learning outcomes equal to or greater than many interventions that are often more costly.” *How High-Quality Materials Can Drive Teacher Growth*, Bill & Melinda Gates Foundation.

Extended Learning Opportunities to support the development of English language proficiency and achievement in ELA and mathematics: “It is widely agreed that many students need more time for learning, and that additional time for learning needs to happen in enriching and engaging ways. High quality after-school and summer programs can be particularly effective at engaging students who have not succeeded in school...” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory Team Report, 2011.

Health Services: “Rigorous research confirms the clear connection between health status and academic achievement. We know that healthy children miss fewer days of school, are more attentive, and are better behaved.” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory team Report, 2011.

School Library Services: “More than 60 research studies throughout the nation, from Alaska to North Carolina to California, have shown that students in schools with good school libraries learn more, get better grades, and score higher on standardized tests than their peers in schools without libraries.” *Model School Library Standards for California Public Schools*, California Department of Education, 2011.

School Counselors: “Mental health is as important as physical health to children’s quality of life and directly impacts their learning and development. Children cannot learn effectively if they are struggling with a mental health problem, such as depression, or feel overwhelmed by academic, social, or family pressures.” *Removing Barriers to Learning and Improving Student Outcomes: The Importance of School-based Mental Health Services*, American Counseling Association, American School Counselor Association, National Association of School Psychologists, School Social Work Association of America.

Student engagement and connectedness: “Students who feel connected to school (independent of how these students are faring academically) are less likely to use substances, exhibit emotional distress, demonstrate violent or deviant behavior, experience suicidal thoughts or attempt suicide, and become pregnant (Lonczak, Abbott, Hawkins, Kosterman, & Catalano, 2002; Samdal, Nutbeam, Wold, & Kannas, 1998).” *A case for School Connectedness*, Robert Blum, Educational Leadership, April 2005.

Assessment and data analysis in English language proficiency, ELA, and mathematics: “Formative assessment is a deliberate process used by teachers with students during instruction that provides actionable feedback that is used to adjust teaching and learning strategies to improve students’ attainment of learning targets and goals.” *Formative Assessment Process – FAQs*. CA Department of Education website, 2014.

Leadership capacity development: “Leadership in education cannot be limited to the ways in which formal roles in the bureaucracy were designed a century ago. Many of the conventional ways of leading schools and districts must be rethought if high levels of excellence and adaptations to meet the needs of all students are to occur. This will require a new vision of how schools are regulated, designed, and led by policymakers, administrators, and teachers – all of whom will have new leadership roles to play. We must embody the state’s innovation tradition by creating an educational system that builds capacity for success and inspires motivated and talented teachers and administrators to lead schools with a sense of urgency and unrelenting focus on student success.” *Great by Design: Supporting Outstanding Teaching to Sustain a Golden State*. A report by State Superintendent of Public Instruction Tom Torlakson’s Task Force on Educator Excellence, September 2012.

School Safety – emergency supplies and staff training: “Disasters come in many forms, can occur anywhere at any time and run the gamut from natural causes such as earthquakes, fires, floods, and severe storms to man-made causes such as an active shooter or chemical spills. Knowing how to react and respond in a time of crisis can go a long way to keeping you and your students out of harm’s way.” *School Emergency Planning & Safety*, CA Governor’s Office of Emergency Services.

Music instruction, which provides **elementary teachers with release time to analyze student achievement data and plan instruction to address identified student needs:** “Nations that currently lead the world in international rankings of student achievement, such as Finland, South Korea, and Singapore, attribute their success to substantial investments in teacher and school leader preparation and development. In these and other top-ranked nations, critical initiatives have taken the form of: ...Ongoing professional learning embedded in 15-15 hours a week of planning and collaboration time at school, plus an additional two to four weeks of professional learning time to attend institutes and seminars, visit other schools and classrooms, conduct action research and lesson studies...” *Great by Design: Supporting Outstanding Teaching to Sustain a Golden State*. A report by State Superintendent of Public Instruction Tom Torlakson’s Task Force on Educator Excellence, September 2012.

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Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2018-19

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$ 2,977,472

6.11%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

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Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2017-18

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$ 2,363,580

5.13%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

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Health Services: “Rigorous research confirms the clear connection between health status and academic achievement. We know that healthy children miss fewer days of school, are more attentive, and are better behaved.” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory team Report, 2011.

School Library Services: “More than 60 research studies throughout the nation, from Alaska to North Carolina to California, have shown that students in schools with good school libraries learn more, get better grades, and score higher on standardized tests than their peers in schools without libraries.” *Model School Library Standards for California Public Schools*, California Department of Education, 2011.

School Counselors: “Mental health is as important as physical health to children’s quality of life and directly impacts their learning and development. Children cannot learn effectively if they are struggling with a mental health problem, such as depression, or feel overwhelmed by academic, social, or family pressures.” *Removing Barriers to Learning and Improving Student Outcomes: The Importance of School-based Mental Health Services*, American Counseling Association, American School Counselor Association, National Association of School Psychologists, School Social Work Association of America.

Student engagement and connectedness: “Students who feel connected to school (independent of how these students are faring academically) are less likely to use substances, exhibit emotional distress, demonstrate violent or deviant behavior, experience suicidal thoughts or attempt suicide, and become pregnant (Lonczak, Abbott, Hawkins, Kosterman, & Catalano, 2002; Samdal, Nutbeam, Wold, & Kannas, 1998).” *A case for School Connectedness*, Robert Blum, Educational Leadership, April 2005.

Assessment and data analysis in English language proficiency, ELA, and mathematics: “Formative assessment is a deliberate process used by teachers with students during instruction that provides actionable feedback that is used to adjust teaching and learning strategies to improve students’ attainment of learning targets and goals.” *Formative Assessment Process – FAQs*. CA Department of Education website, 2014.

Leadership capacity development: “Leadership in education cannot be limited to the ways in which formal roles in the bureaucracy were designed a century ago. Many of the conventional ways of leading schools and districts must be rethought if high levels of excellence and adaptations to meet the needs of all students are to occur. This will require a new vision of how schools are regulated, designed, and led by policymakers, administrators, and teachers – all of whom will have new leadership roles to play. We must embody the state’s innovation tradition by creating an educational system that builds capacity for success and inspires motivated and talented teachers and administrators to lead schools with a sense of urgency and unrelenting focus on student success.” *Great by Design: Supporting Outstanding Teaching to Sustain a Golden State*. A report by State Superintendent of Public Instruction Tom Torlakson’s Task Force on Educator Excellence, September 2012.

School Safety – emergency supplies and staff training: “Disasters come in many forms, can occur anywhere at any time and run the gamut from natural causes such as earthquakes, fires, floods, and severe storms to man-made causes such as an active shooter or chemical spills. Knowing how to react and respond in a time of crisis can go a long way to keeping you and your students out of harm’s way.” *School Emergency Planning & Safety*, CA Governor’s Office of Emergency Services.

Music instruction, which provides **elementary teachers with release time to analyze student achievement data and plan instruction to address identified student needs:** “Nations that currently lead the world in international rankings of student achievement, such as Finland, South Korea, and Singapore, attribute their success to substantial investments in teacher and school leader preparation and development. In these and other top-ranked nations, critical initiatives have taken the form of: ...Ongoing professional learning embedded in 15-15 hours a week of planning and collaboration time at school, plus an additional two to four weeks of professional learning time to attend institutes and seminars, visit other schools and classrooms, conduct action research and lesson studies...” *Great by Design: Supporting Outstanding Teaching to Sustain a Golden State*. A report by State Superintendent of Public Instruction Tom Torlakson’s Task Force on Educator Excellence, September 2012.

Instructional technology (hardware, software, and annual service agreements) and wireless connectivity to support student learning: “...the Transition Team’s recommendations envision a future in which every California student has access to a comprehensive, developmentally appropriate curriculum that prepares them to be college and career-ready... This technology-supported curriculum enables students to develop deep understanding within and across disciplines, complex thinking and performance skills, a global perspective and the capacity for inquiry and independent learning.” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory Team Report, 2011.

Parent engagement, involvement, and education to support increased levels of student achievement: “Parent involvement at home and at school has a measurable impact on student performance in school and is particularly important for English learners and students from low-income families. Parent involvement is related to improved student behavior in school and better attitudes about schoolwork generally.” *The Power of Parents: Research Underscores the Impact of Parent Involvement in Schools*. EdSource, February 2014.

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

[Plan Summary](#)

[Annual Update](#)

[Stakeholder Engagement](#)

[Goals, Actions, and Services](#)

[Planned Actions/Services](#)

[Demonstration of Increased or Improved Services for Unduplicated Students](#)

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under *EC* Section 52064.5.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

Planned Actions/Services

For each action/service, the LEA must complete either the section “For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement” or the section “For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement.” The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The “Students to be Served” box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering “All”, “Students with Disabilities”, or “Specific Student Group(s)”. If “Specific Student Group(s)” is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA’s overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating “LEA-wide”, “Schoolwide”, or “Limited to Unduplicated Student Group(s)”. The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter “LEA-wide.”
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter “schoolwide”.
- If the action/service being funded and provided is limited to the unduplicated students identified in “Students to be Served”, enter “Limited to Unduplicated Student Group(s)”.

For charter schools and single-school school districts, “LEA-wide” and “Schoolwide” may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use “LEA-wide” to refer to all schools under the charter and use “Schoolwide” to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use “LEA-wide” or “Schoolwide” provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

New/Modified/Unchanged:

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
 - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the “Demonstration of Increased or Improved Services for Unduplicated Students” table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.

- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
 - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
 - b. Mathematics – CCSS for Mathematics
 - c. English Language Development (ELD)
 - d. Career Technical Education
 - e. Health Education Content Standards
 - f. History-Social Science
 - g. Model School Library Standards
 - h. Physical Education Model Content Standards
 - i. Next Generation Science Standards
 - j. Visual and Performing Arts
 - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- C. The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (ELPAC);
- D. The English learner reclassification rate;
- E. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- F. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

- A. A broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

(1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:

(A) enrolled less than 31 days

(B) enrolled at least 31 days but did not attend at least one day

(C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:

(i) are enrolled in a Non-Public School

(ii) receive instruction through a home or hospital instructional setting

(iii) are attending a community college full-time.

(2) The number of students who meet the enrollment requirements.

(3) Divide (1) by (2).

(b) “High school dropout rate” shall be calculated as follows:

(1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(c) “High school graduation rate” shall be calculated as follows:

(1) For a 4-Year Cohort Graduation Rate:

(A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.

(B) The total number of students in the cohort.

(C) Divide (1) by (2).

(2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:

(A) The number of students who either graduated as grade 11 students or who earned any of the following:

(i) a regular high school diploma

(ii) a High School Equivalency Certificate

(iii) an adult education diploma

(iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.

(B) The number of students in the DASS graduation cohort.

(C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Local Control Funding Formula (LCFF) Budget Overview for Parents Template

Developed by the California Department of Education, December 2018

LCFF Budget Overview for Parents

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

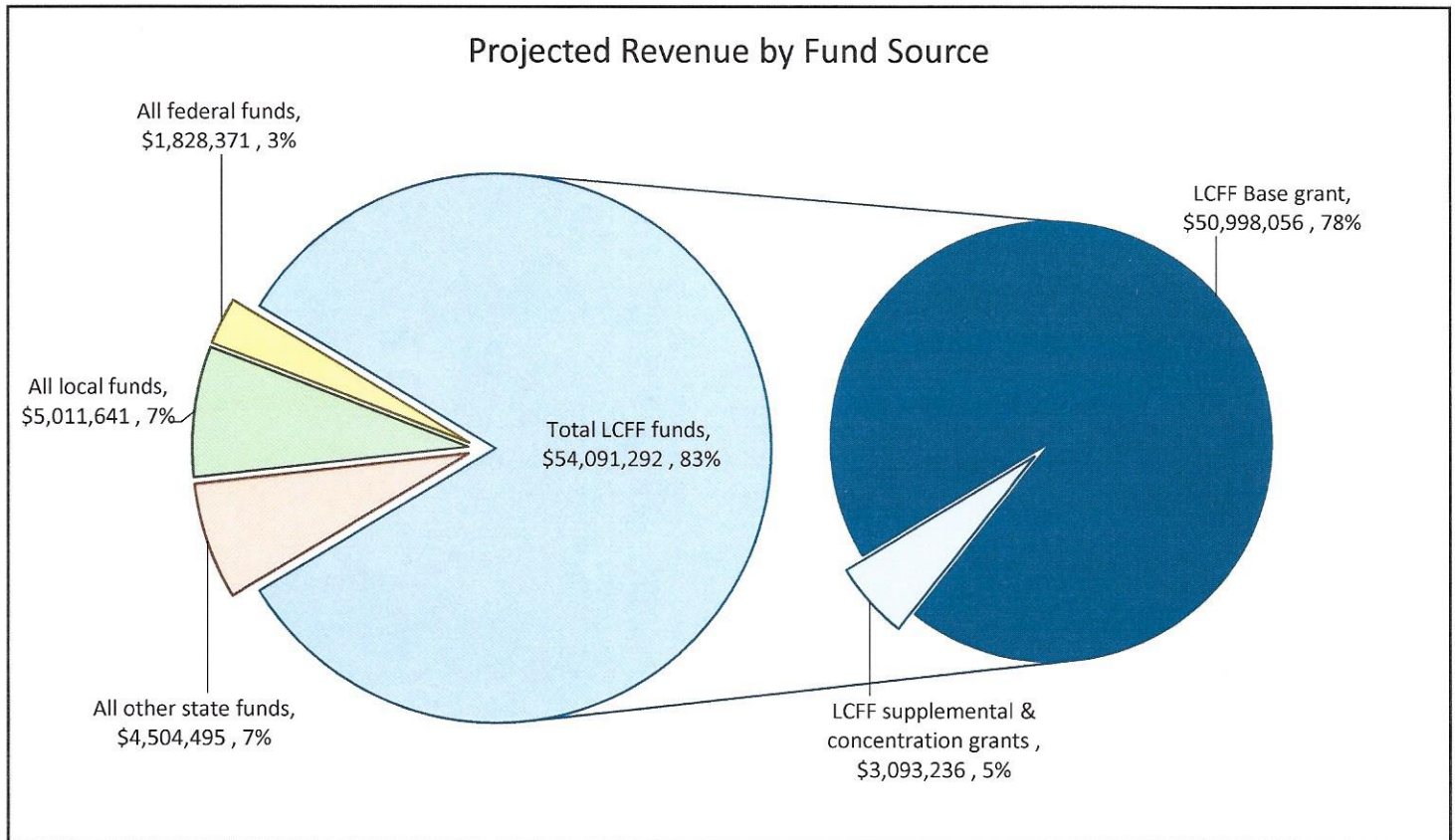
CDS Code: 66498

Local Control and Accountability Plan (LCAP) Year: 2019-20

LEA contact information: Jerry Gargus, Ed.D.

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2019-20 LCAP Year

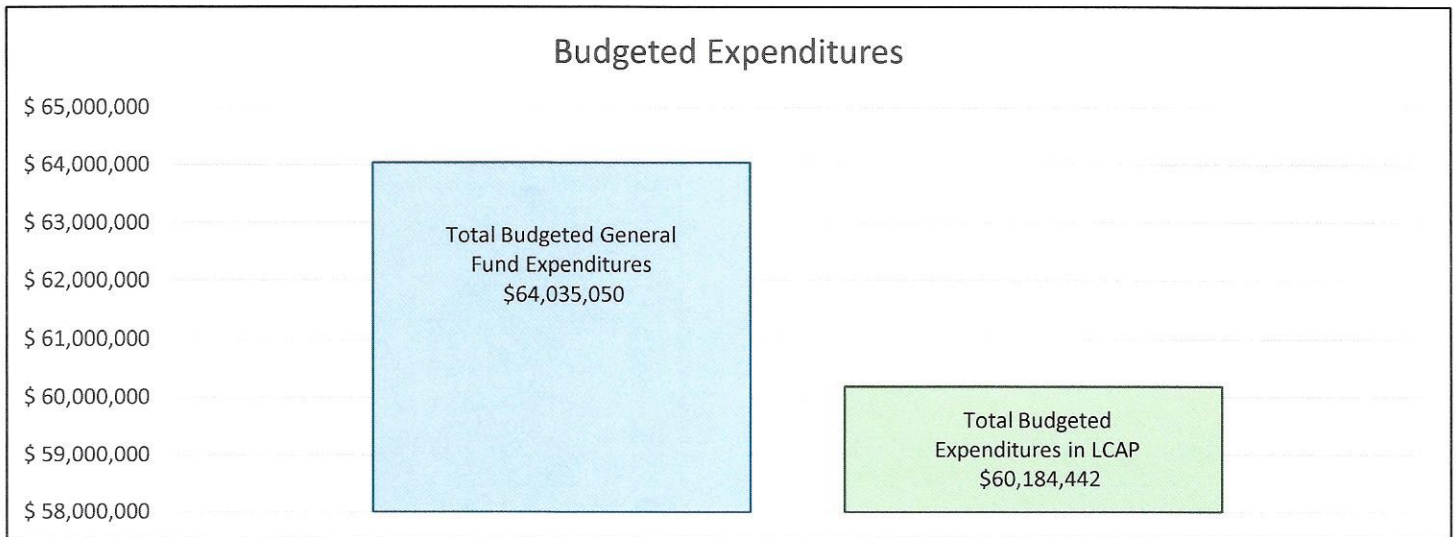


This chart shows the total general purpose revenue Fountain Valley School District expects to receive in the coming year from all sources.

The total revenue projected for Fountain Valley School District is \$65,435,799.00, of which \$54,091,292.00 is Local Control Funding Formula (LCFF), \$4,504,495.00 is other state funds, \$5,011,641.00 is local funds, and \$1,828,371.00 is federal funds. Of the \$54,091,292.00 in LCFF Funds, \$3,093,236.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

LCFF Budget Overview for Parents



This chart provides a quick summary of how much Fountain Valley School District plans to spend for 2019-20. It shows how much of the total is tied to planned actions and services in the LCAP.

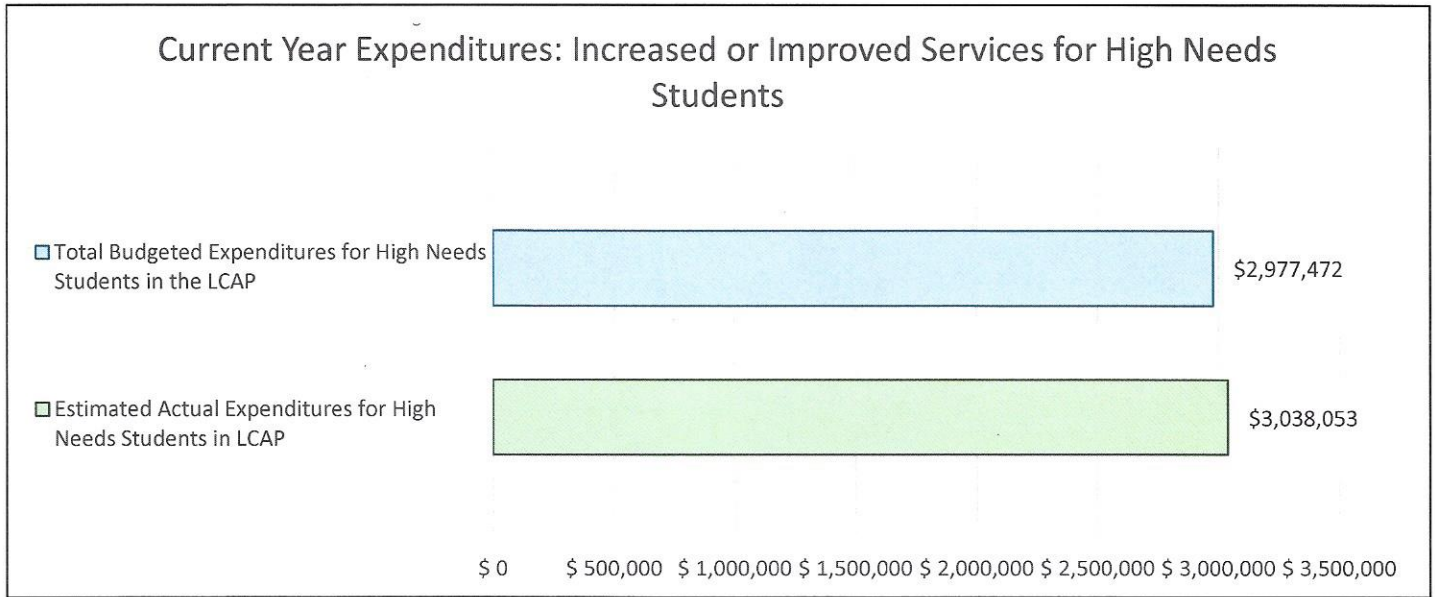
Fountain Valley School District plans to spend \$64,035,050.00 for the 2019-20 school year. Of that amount, \$60,184,442.00 is tied to actions/services in the LCAP and \$3,850,608.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in 2019-20

In 2019-20, Fountain Valley School District is projecting it will receive \$3,093,236.00 based on the enrollment of foster youth, English learner, and low-income students. Fountain Valley School District must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Fountain Valley School District plans to spend \$3,208,362.00 on actions to meet this requirement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what Fountain Valley School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Fountain Valley School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2018-19, Fountain Valley School District's LCAP budgeted \$2,977,472.00 for planned actions to increase or improve services for high needs students. Fountain Valley School District estimates that it will actually spend \$3,038,053.00 for actions to increase or improve services for high needs students in 2018-19.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **APPROVAL OF 2019 LCAP FEDERAL ADDENDUM**
DATE: June 27, 2019

Background:

Local Education Agencies (LEAs) applying for Every Student Succeeds Act (ESSA) funds must complete the Local Control Accountability Plan (LCAP) Federal Addendum as part of meeting the requirements for the ESSA LEA Plan.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. Districts are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

Fiscal Impact:

Approval of the 2019 LCAP Federal Addendum is required to receive federal funding for the District.

Recommendation:

It is recommended that the Board of Trustees approves the LCAP Federal Addendum as presented in order for the District to apply for, and receive, Federal Title I, Title II, Title III, and Title IV funding.

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Fountain Valley Elementary District

CDS code:

30 66498 0000000

Link to the LCAP:

(optional)

<https://www.fvsd.us/apps/pages/LCAP>

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for
Children and Youth Who Are Neglected,
Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

Title I, Part A

Title II, Part A

Title III, Part A

Title IV, Part A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Fountain Valley School District (FVSD) is committed to providing students with an effective, high-quality core instructional program. FVSD's LCAP has been designed with the philosophy that there is no single factor more critical to ensuring high levels of learning for all students, especially low income (LI), English learners (ELs), foster youth (FY), students with disabilities and other high needs students, than the delivery of **"best" first instruction** by a highly skilled teacher. In fact, study after study continues to find that initiatives that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students (Fullan, 2014; Hattie, 2012; Odden 2011; Schmoker, 2011). At both the district and site levels, significant LCAP funds are allocated for professional development, coaching, collaboration, instructional observations, training in the District's signature practices, the use of District common assessments with a system to analyze results, social emotional support, and instructional materials leading to improved instructional practices and strategies for every teacher. These efforts demonstrate an increase in both spending and quality of service for our students. And while it could be argued that all students proportionally benefit from expert teachers, we know, unequivocally, that LI, ELs, FY and any non-proficient or underperforming student makes significantly greater gains in learning when taught by an expert teacher.

Thus while the strategy of state funds is to create a system that support all students, the federal funds are used to provide supplemental resources for target students above and beyond the base. Title I and Title III funds are used to provide professional development, coaching, and collaboration specifically to support the achievement of Title I and ELs. Additionally, they are used to help close the achievement gap through the purchase of supplemental instructional materials and to increase access to technology and social emotional support with technology and staffing increases above district provided levels. Title II funds are directed towards middle school science, technology, engineering, and math (STEM) with additional staffing and professional development to ensure all middle school students promote to high school prepared to engage in rigorous STEM programs.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

State and federal funding in FVSD is aligned due to a coherent instructional program that offers students pre-kindergarten through eighth grades standards based instruction across disciplines focused on differentiation through the core, rigor, and preparation for college and career. The LCAP is a “living breathing” document that guides program decisions in FVSD. Systems and processes are in place to evaluate new initiatives and approve all expenditures.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (<i>as applicable</i>)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (<i>as applicable</i>)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (<i>as applicable</i>)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

FVSD works diligently to hire and retain highly-qualified classroom teachers, ensure that teachers possess all appropriate credentials to provide instruction in the content area of focus, and participate in ongoing, rigorous professional development activities related to both pedagogy and content area knowledge. Low-income and minority students are not taught at higher rates than other students by ineffective teachers in FVSD. Likewise, low-income and minority students are not taught at higher rates than other students by inexperienced teachers in FVSD. Finally, there are no low-income or minority students in FVSD that are taught by teachers that would be identified as "out-of-field" teachers or "ineffective" teachers.

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

While FVSD receives less than \$500,000 in Title I funds and therefore does not have the mandated Parent and Family Engagement set aside, Title I funds are regularly used to support and enhance engagement. FVSD LCAP Goal 3 *To support academic success, all parents will be engaged and play an active role in the school community* outlines the core support provided through state funds that include parent and volunteer training, dissemination of information to promote involvement and solicit input, bilingual translator, and parent education. Supplemental Title I supports include additional staffing to bolster communication efforts targeted towards parents who live in economic poverty along with additional parent education and family event costs such as speaker fees, supplies, and childcare. Typically, written translation of parent education/family events is supported through the LCAP and oral interpretation through Title III.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Currently, there are three elementary schools and one middle school operating targeted support Title I programs. Students are identified based on multiple measures including state testing, district common assessments, grades, discipline documentation, teacher input, Student Study Team recommendation, parent request, and principal recommendation.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

FVSD provides is committed to the success of homeless and foster youth in numerous ways. As needed, transportation to/from school of origin is provided either in the form of bus passes or district transportation services. Consultation and help with student registration, IEP attendance, and parent conference attendance occurs. FVSD coordinates with the Orange County Department of Education for social services, wrap around supports, etc. After school homework support, tutoring, and enrichment activities are available. Student attendance is monitored with counseling and support to encourage regular school attendance provided including health services in order to maintain regular school attendance.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

FVSD provides pre-kindergarten through eighth grade services. Students who participate in FVSD early childhood programs are screened as a regular part of the instructional program. End of year results are shared with transitional kindergarten and kindergarten teachers. Additionally, the early childhood program uses an instructional program aligned with the small group, differentiated instruction structure elementary schools. Over the last few years, early childhood staff have participated in Cognitively Guided Instruction trainings, balanced literacy trainings, and representatives participated on the district Reading Committee.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, LCAP funds support the program for gifted and talented students (GATE). Universal screening for GATE identification occurs in third grade and by parent or teacher nomination in fourth through seventh grades. Screening includes specific criteria for special populations to ensure Title I and EL students are identified. Title I funds are used for students identified as Title I including those who participate in the GATE program. GATE identification does not preclude students from Title participation. School libraries are supported through the LCAP with funds designated for new materials and staff formulas. At the discretion of the School Site Council, Title I funds supplement library materials and at the Title I middle school, supplemental staffing above the district formula is provided. In addition, as schools undergo modernization, the school library program will be addressed with modernization funds, LCAP funds, and discretionary school funds, including Title I.

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD due to a reduced entitlement, most Title II funds are used for middle school STEM staffing. However, a small portion supports professional development in math and/or science staff at the middle school level.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, Title II funds are used for STEM related staffing at the middle school level. STEM related careers are some of the most in demand, highest paying options for those with appropriate degrees. As such, state funding is used to provide additional staffing for math intervention at all middle schools and federal funds help reduce class size in math at the middle school with the lowest levels of proficiency rates on the state assessment. At a different middle school, Title II provides additional section or sections (depending on the size of the entitlement) of STEM related classes, such as robotics or 3D printing. Due to the increase in state funding and decrease in Title II, minimal Title II funds are used for middle school professional development. However, that which is received supports professional development in math and/or science.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Due to the transition to the Next Generation Science Standards (NGSS), Title II funds have been instrumental in the preparation of middle school staff. NGSS trainings have increased the knowledge, skill, and ability to meet the needs of all students. Local assessments have guided decisions thus far and will be used in conjunction with the California Science Test (CAST) to evaluate program effectiveness and monitor student achievement.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Given the pattern of enrollment in FVSD of ELs, services are provided district-wide. Our ELs are enrolled in all 10 schools to varying degrees. In order to meet their needs, professional development on the link between English language arts and ELD will be included in English language arts and other curricular area trainings.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, immigrant children and youth are provided access to primary language for up to five hours per week for approximately six weeks to assist with the transition to US schools. Additionally, immigrant students are provided access to supplemental technology applications to support and enhance the development of English and content knowledge throughout the school day.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, Title III funds are used to provide supplemental instruction for ELs in first through fifth grades beyond the regular school day/school year. In addition, at all grade levels ELs have access to supplemental technology applications and instructional materials to enhance the development of English and meet state academic standards.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, ELs have access to supplemental technology applications and instructional materials to enhance the development of English and meet state academic standards.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In FVSD, stakeholders play a critical role in developing plans to support the academic and social-emotional growth of students. Through analysis of various data points related to student achievement, parents, teachers, administrators, and community partners assist with the identification of performance gaps and provide significant input into specific actions identified in the LCAP to support the closing of any identified gaps. FVSD did not conduct a formal needs assessment due to the fact that the district receives less than \$30,000 in Title IV funding; however, expenditures associated with Title IV funds are aligned with parameters outlined in Section 4107, 4108, and 4109.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of 2019-20 District Budget**
DATE: June 14, 2019

Background:

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

A public hearing for the budget was held on June 13, 2019 at the regularly scheduled meeting of the Board of Trustees. The 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.

Recommendation:

It is recommended that the Board of Trustees approves the budget for fiscal year 2019-20.



PLEASE NOTE:

A copy of the **2019-20 Budget**
for the Fountain Valley School District
is available for review at the District Office
and will be available on our website
subsequent to Board approval.

Please contact the Superintendent's office at 714.843.3255.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 13, 2019

MINUTES

President Collins 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

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

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

Second: Mr. Cunneen

Vote: 5-0

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

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

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

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

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

PLEDGE OF ALLEGIANCE

Mr. Cunneen led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

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 nine 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: Desirae Brucato, Angelique Jeans, Giovanni Velasco, Stephanie Reza, Rebecca Kim, Kristin Darrah, Alixandra Hart, Ariana Priest and Megan Lokken. The District recognizes their commitment and hard work as well as that of their mentors who supported them while they completed the program. The Board was joined by staff, family and the community in celebrating these educators for their dedication and hard work.

CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton opened the presentation by reviewing the District Mission Statement. Following this, she provided an overview of the State economy, including latest budget assumptions. Mr. Guerra reviewed 2019-20 Budget assumptions. In addition, he shared an overview of the proposed budget revenues and expenditures, projected cost increases and a summary of the General Fund. Following this, Mrs. Fullerton reviewed the impact of the recent settlements and multi-year projection assumptions, and ending fund balance. In closing, she reviewed next steps for the Board of Trustees.

BUDGET UPDATE (ORAL AND WRITTEN)

Mr. Collins made the following announcement of the Public Hearing for the Personnel Commission Budget:

ANNOUNCEMENT OF PUBLIC HEARING

“The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission’s proposed budget for 2019-20. The Public Hearing shall be held on June 27, 2019 at 4:30PM. Public input will be welcomed.”

FOR PERSONNEL
COMMISSION
BUDGET (WRITTEN
ONLY)

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz noted looking forward to attending the Gisler Carnival which will be held tomorrow evening in celebration of their 50th Anniversary.

Mrs. Galindo’s activities since the last meeting included: tour of Gisler, OCSBA fiscal seminar regarding the State budget, Induction Colloquium, and Classified BBQ.

Mr. Cunneen’s activities since the last meeting included: OCSBA fiscal seminar regarding the State budget, Annual Memorial Day Remembrance, Masuda Awards Night presentation, Track and Field Tournament held at Fulton. In closing, he shared kind words in memory of Steven Russell “Coach” Grack.

Mrs. Crandall thanked Dr. Gargus and his team for drafting our LCAP Report. Her activities since the last meeting included: tour of Gisler, concerts at Masuda and Fulton, drama production at Talbert, Classified BBQ, Rotary Teacher of the Year recognition, Certificated Years of Service and Retirement luncheon, Induction Colloquium, OCBSA fiscal seminar regarding the State budget, Safe Schools Task Force meeting and the Fountain Valley Youth in Government including all third graders from all five of our Fountain Valley elementary sites.

Mr. Collins began by reading a teacher’s message to her students regarding what makes each of them special and unique. His activities included: CSBA Delegate Assembly meeting in Sacramento and Classified Employee Recognition. In closing, he noted the recent honoring of fallen heroes on D Day. He thanked his fellow trustees for their service this month.

PUBLIC HEARINGS

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

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

A public hearing was held for the purpose of discussing the proposed 2019-20 final budget prior to approval by the Board of Trustees. Public input was welcomed. There were no requests to speak and the hearing was closed.

PUBLIC HEARING
FOR 2019-20 BUDGET

PUBLIC COMMENTS

There was one request to address the Board of Trustees. One person addressed the Board regarding student health and safety.

PUBLIC COMMENTS

LEGISLATIVE SESSION

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

CONSENT
CALENDAR

Second: Mrs. Galindo

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from May 16th Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Approve the Use of Placentia Yorba Linda Unified School District Piggyback Dairy Bid #219-01 for the Purchase of Milk and Dairy Products In 2019-2020
- Approve the Agreement for Professional Services with Dannis Woliver Kelley
- Review of Investment Policy
- Approve the Annual Contract with Preferred Meal Systems for the Purchase of Food and Supplies for 2019-2020
- Bio-Acoustical Corporation
- School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement
- Special Education Settlement Agreement 2019-F
- Consolidated Application - Spring 2019 Data Collection
- Approve the use of Hemet Unified School District Piggyback Bid #2014/15-22814 for the Purchase of School Buses
- Award Bid #19-01 Modular Buildings-Site Work Only (Masuda Middle School)

- Award Bid #19-02 Roof Replacement – Plavan
- Approve the use of CMAS Contract No. 3-18-70-3176C for the Purchase of Information Technology Goods and Services
- MOU Between Orange County Department of Education and Fountain Valley School District for Special Schools Program
- Outreach Concern Contract for Professional Services
- Approval of Single Year with Annual Renewal Contract between Fountain Valley School District and MIND Research Institute To Provide ST Math to the District’s Eight Schools
- Retainer Agreement for Legal Services in 2019-20 School Year with The Harbottle Law Group
- Resolution 2019-18: Approval of Local Agreement For Child Development Services Contract Number CSPP-9344 and Authorizing Signature

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Commended the City of Fountain Valley and the Community Recreation Department, led by Rob Frizelle, for the recent Youth in Government Day where all 500 third graders in our Fountain Valley elementary schools visited the City. In addition, he thanked the Ankeny Family and those that helped execute the “Go Gold Day” in FVSD, noting its great success. Also, he noted the last District-led professional development day today, commending Dr. McLaughlin for a great year of professional development. He wished everyone a happy Father’s Day, in addition to a relaxing summer. In closing, he noted the upcoming Summerfest.

CLOSED SESSION

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

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

Mr. Collins made the following Closed Session announcement:

Closed session
announcement

“In closed session, the Board of Trustees took action authorizing the Superintendent or designee by a vote of 5 to 0 to accept the resignation of District Certificated Employees numbers #3481 and #1445, effective June 27, 2019.”

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 7:53PM.

Second: Mr. Cunneen

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 27, 2019**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF KEVIN JOHNSON, PRINCIPAL, FULTON MIDDLE SCHOOL, EFFECTIVE 06/27/2019.
- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF JENNIFER KAJDASZ, ASSISTANT PRINCIPAL, FULTON MIDDLE SCHOOL, EFFECTIVE 06/27/2019.
- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF KRISTA WAGNON, SCHOOL PSYCHOLOGIST, EFFECTIVE 06/26/2019.
- 1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

EMPLOYEE ASSIGNMENT LOCATION REASON EFFECTIVE DATE

1.4.1 Rehling, Jennifer Middle School/ELA Fulton Personal 2019-20

- 1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE EXTENDED SCHOOL YEAR PROGRAM AT PLAVAN SCHOOL FROM TUESDAY, JUNE 25, 2019 TO THURSDAY, JULY 25, 2019/ 4.5 HRS A DAY.

EMPLOYEE ASSIGNMENT

1.5.1	Boyack, Jennifer	Kindergarten
1.5.2	Carter, Robin	Speech & Language(10 days)
1.5.3	Craig, Jessica	1 st -4 th Grades
1.5.4	Farnum, Debra	School Nurse
1.5.5	Kim, Melissa	Pre-School
1.5.6	Liccardo, Dana	1 st – 3 rd Grades
1.5.7	Margala, Michal	Speech & Language(9 days)
1.5.8	Manfre, Elise	Speech & Language
1.5.9	Mercado, Dawn	6 th -8 th Grades
1.5.10	Motsinger, Amy	Program Specialist(8 days)
1.5.11	Shin, Ana	1 st -2 nd Grades
1.5.12	Summerhays, Jill	Adapted PE
1.5.13	Thomas-Shepard, Kara	3 rd – 5 th Grades
1.5.14	Valdivia, Anna	5 th – 8 th Grades

- 1.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE SUMMER ACADEMY INTERVENTION PROGRAM AT PLAVAN SCHOOL FROM MONDAY, JULY 1, 2019 TO THURSDAY, JULY 25, 2019/ 3.5 HRS A DAY.

EMPLOYEE

- 1.6.1 Epling, Lara
- 1.6.2 Hughes, Britanya
- 1.6.3 Lewis, Kathy
- 1.6.4 Plummer, Brandon

- 1.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2018-2019 CERTIFICATED, SPEECH/LANGUAGE & SCHOOL NURSE CERTIFICATED SALARY SCHEDULES REFLECTING A 3.0% SALARY INCREASE EFFECTIVE JULY 1, 2018 (see attachments).
- 1.8 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2018-2019 CERTIFICATED MANAGEMENT AND SCHOOL PSYCHOLOGISTS SALARY SCHEDULES REFLECTING A 3.0% SALARY INCREASE EFFECTIVE JULY 1, 2018 (see attachments).
- 1.9 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF PAY \$30.99 FOR ADDITIONAL DUTY FOR ALL CERTIFICATED PERSONNEL FOR THE 2018-2019 SCHOOL YEAR.
- 1.10 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2019-2020 CERTIFICATED, SPEECH/LANGUAGE & SCHOOL NURSE CERTIFICATED SALARY SCHEDULES REFLECTING A 2.0% SALARY INCREASE EFFECTIVE JULY 1, 2019 (see attachments).
- 1.11 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2019-2020 CERTIFICATED MANAGEMENT AND SCHOOL PSYCHOLOGISTS SALARY SCHEDULES REFLECTING A 2.0% SALARY INCREASE EFFECTIVE JULY 1, 2019 (see attachments).
- 1.12 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF PAY \$31.61 FOR ADDITIONAL DUTY FOR ALL CERTIFICATED PERSONNEL FOR THE 2019-2020 SCHOOL YEAR.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 27, 2019**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Kang, Stephanie	Talbert	Noon Duty Aide	06/12/2019
2.1.2	Sadler, Brian	Maintenance & Operations	Maintenance Worker II	06/17/2019
2.1.3	Caro, Leticia	Masuda	Noon Duty Aide	09/04/2019

2.2 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2019 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS ASSISTANT RECREATION COORDINATORS:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.2.1	Gutierrez, Crystal	Gisler	6/24 – 8/23
2.2.2	Fields, Lauren	Plavan	6/24 – 8/23
2.2.3	Larios, Vanessa	Newland	6/24 – 8/23

2.3 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2019 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS RECREATION LEADERS:

	<u>EMPLOYEE</u>	<u>TERM</u>
2.3.1	Cakir, Meral	6/24 - 8/23
2.3.2	Kircher, Erin	6/24 - 8/23
2.3.3	DeLaCruz, Melanie	6/24 - 8/23
2.3.4	Brown, Rebecca	6/24 - 8/23
2.3.5	Lauren, Wes	6/24 - 8/23
2.3.6	Hickmon, Ron	6/24 - 8/23
2.3.7	Vasquez, Sonia	6/24 - 8/23
2.3.8	Lammers, Amy	6/24 - 8/23
2.3.9	Burns, Megan	6/24 - 8/23
2.3.10	Freeman, Sharai	6/24 - 8/23
2.3.11	Chavez, Marianna	6/24 - 8/23
2.3.12	Loustanau, Lori	6/24 - 8/23
2.3.13	Hopkins, Debbie	6/24 - 8/23
2.3.14	Ruvalcaba, Cassandra	6/24 - 8/23
2.3.15	Hightower, Teresa	6/24 - 8/23
2.3.16	Rodriguez, Lydia	6/24 - 8/23
2.3.17	Westfall, Jennifer	6/24 - 8/23

2.3.18	Stinsman, Kristy	6/24 - 8/23
2.3.19	Geertson, Danna	6/24 - 8/23
2.3.20	Perez, Natalie	6/24 - 8/23
2.3.21	Lamm, Carolyn	6/24 - 8/23
2.3.22	Hughes, Mechele	6/24 - 8/23
2.3.23	Rizzo, Caren	6/24 - 8/23
2.3.24	Rodriguez, Gabby	6/24 - 8/23
2.3.25	Bedolla, Brit	6/24 - 8/23
2.3.26	Tomita, Alice	6/24 - 8/23
2.3.27	Sy, Kristel	6/24 - 8/23
2.3.28	Sanchez, Carissa	6/24 - 8/23
2.3.29	Burza, Amber	6/24 - 8/23
2.3.30	Alonso, Alejandra	6/24 - 8/23
2.3.31	Kallen, Diane	6/24 - 8/23
2.3.32	Trieu, Son	6/24 - 8/23

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2019 EXTENDED SCHOOL YEAR PROGRAM CLASSIFIED EMPLOYEES AT PLAVAN SCHOOL, FROM 6/25/19-7/25/19:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>
2.4.1	Burbage, Heather	Licensed Vocational Nurse
2.4.2	Ivans-Aaron, Lynn	School Office Manager
2.4.3	Larson-Coe, Patricia	Speech Language Pathology Assistant
2.4.4	Fujiwara-Winge, Julie	Speech Language Pathology Assistant
2.4.5	Lammers, Amy	IA Moderate/Severe
2.4.6	You, Rathana	IA Moderate/Severe
2.4.7	Holmes-Hale, Karen	IA Moderate/Severe
2.4.8	Garrison, Rachel	IA Moderate/Severe
2.4.9	Clouthier, David	IA Moderate/Severe
2.4.10	McGhie, Monique	IA Moderate/Severe
2.4.11	Chura, Kristine	Behavior Intervention Assistant
2.4.12	Nadal, Jenna	Behavior Intervention Assistant
2.4.13	Nasab, Erica	Behavior Intervention Assistant
2.4.14	Dean Lozano, Irene	Certified Occupational Therapy Assistant
2.4.15	Curoso, Sheree	IA Applied Behavior Analysis
2.4.16	DiCorpo, Louise	IA Applied Behavior Analysis
2.4.17	Garcia, Deborah	IA Applied Behavior Analysis
2.4.18	Sugden-Davis, Jane	IA Applied Behavior Analysis
2.4.19	Musacchio, Kathleen	IA Applied Behavior Analysis
2.4.20	Nasab, Betty	IA Applied Behavior Analysis
2.4.21	Nielsen, Candace	IA Applied Behavior Analysis

2.4.22	Plemons, Lori	IA Applied Behavior Analysis
2.4.23	Texeira, Danielle	IA Applied Behavior Analysis
2.4.24	Valdez, Taylor	IA Applied Behavior Analysis
2.4.25	Reza, Martha	Bus Driver
2.4.26	Hummel, Carol	Bus Driver
2.4.27	Davis, Linda	Bus Driver
2.4.28	Rivas, Sergio	Bus Driver
2.4.29	Infantino, Tony	Bus Driver
2.4.30	Reyes, Annie	Bus Driver
2.4.31	Gonzalez, Ramiro	Bus Driver

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

June 27, 2019

EDUCATIONAL SERVICES

3.0 **CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	HOM, Rebecca Tamura School (Ed Services)	Summer Institute and Demonstration School ~ California Association for the Gifted	PYLUSD ~ Woodsboro Elementary Sch., Anaheim, CA	\$495.00	016158155-5210	July 24-26, 2019

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE (185 Days)
2018-2019

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	47,338	50,666	54,485	57,287	60,601
2	49,257	53,257	56,806	60,259	63,682
3	52,070	55,860	59,638	63,209	66,767
4	54,672	58,460	62,489	66,170	69,861
5	56,806	61,067	65,330	69,131	72,947
6	59,179	63,678	68,163	72,091	76,040
7	61,523	66,282	71,004	75,055	79,111
8			73,849	78,321	82,225
9			76,694	80,968	85,310
10			79,525	83,932	88,835
11					91,487
12				86,867	95,137
15				89,908	99,748
18					103,244
21					104,839
24					109,599

Board Approved: _____
 Effective Date: 07-01-2018

Hourly Rate \$30.99

FOUNTAIN VALLEY SCHOOL DISTRICT

**CERTIFICATED SALARY SCHEDULE 2018-2019
Speech and Language/School Nurse (195 Days)**

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	49,897	53,404	57,429	60,384	63,876
2	51,918	56,135	59,878	63,517	67,123
3	54,884	58,878	62,863	66,623	70,377
4	57,627	61,619	65,866	69,746	73,636
5	59,878	64,367	68,861	72,866	76,891
6	62,367	67,120	71,851	75,987	80,148
7	64,849	69,865	74,839	79,111	83,388
8			77,842	82,556	86,669
9			80,840	85,346	89,919
10			83,823	88,468	93,636
11					96,432
12				91,563	100,281
15				94,769	105,140
18					108,826
21					110,506
24					115,523

Hourly Rate \$30.99

Board Approved: _____
Effective Date: 07-01-2018

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED MANAGEMENT SALARY SCHEDULE
2018-2019

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
15	102145	107254	112616	118246	124156	130366
16	107181	112539	118167	124076	130279	136793
17	111368	116938	122782	128922	135369	142137
18	114084	119787	125778	132067	138670	145604
18A	115482	121255	127317	133685	140366	147386
19	121255	127317	133685	140366	147386	154755

RANGE 15 **Assistant Principal; Science Coordinator, Program Specialist, Autism Specialist (210 Days)**

RANGE 17 **Elementary Principal (210 Days)**

RANGE 18 **Middle School Principal (215 Days)**

RANGE 18A **Director, Support Services; Director, Educational Services (245 Days)**

RANGE 19 **Executive Director, Personnel, (245 Days)**

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3,000 on an annual basis is awarded to an earned doctorate. The 245 days include a maximum of 24 vacation days. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment (including outside and in the District), a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year is awarded.

Board Approved: _____
Effective Date: **07-01-2018**

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED MANAGEMENT SALARY SCHEDULE
PSYCHOLOGISTS
2018-2019

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	90879	97892	104878	112219	117871	123768
B	5000					

RANGE A Psychologist (192 Days)

RANGE B Psychologist Intern (192 Days)

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$500 on an annual basis is awarded to an earned doctorate. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment in the District, a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved: 06-27/2019 _____
Effective Date: 07-01-2018

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE (185 Days)
2019-2020

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	48,285	51,679	55,575	58,433	61,813
2	50,242	54,322	57,942	61,464	64,956
3	53,111	56,977	60,831	64,473	68,102
4	55,765	59,629	63,739	67,493	71,258
5	57,942	62,288	66,637	70,514	74,406
6	60,363	64,952	69,526	73,533	77,561
7	62,753	67,608	72,424	76,556	80,693
8			75,326	79,887	83,870
9			78,228	82,587	87,016
10			81,116	85,611	90,612
11					93,317
12				88,604	97,040
15				91,706	101,743
18					105,309
21					106,936
24					111,791

Board Approved: 06-27-2019
Effective Date: 07-01-2019

Hourly Rate \$31.61

FOUNTAIN VALLEY SCHOOL DISTRICT

**CERTIFICATED SALARY SCHEDULE 2019-2020
Speech and Language/School Nurse (195 Days)**

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	50,895	54,472	58,578	61,592	65,154
2	52,957	57,258	61,076	64,787	68,465
3	55,982	60,056	64,120	67,955	71,785
4	58,780	62,851	67,183	71,141	75,109
5	61,076	65,654	70,238	74,323	78,429
6	63,614	68,462	73,288	77,507	81,751
7	66,146	71,262	76,336	80,693	85,056
8			79,399	84,207	88,402
9			82,457	87,053	91,717
10			85,499	90,237	95,509
11					98,361
12				93,394	102,287
15				96,664	107,243
18					111,003
21					112,716
24					117,833

Hourly Rate \$31.61

Board Approved: 06-27-2019

Effective Date:07-01-2019

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED MANAGEMENT SALARY SCHEDULE
2019-2020

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
15	104188	109399	114868	120611	126639	132973
16	109324	114790	120530	126557	132884	139529
17	113595	119277	125238	131500	138076	144980
18	116366	122183	128294	134708	141443	148516
18A	117791	123680	129864	136358	143174	150334
19	123680	129864	136358	143174	150334	157851

RANGE 15 Assistant Principal; Science Coordinator, Program Specialist, Autism Specialist (210 Days)

RANGE 17 Elementary Principal (210 Days)

RANGE 18 Middle School Principal (215 Days)

RANGE 18A Director, Support Services; Director, Educational Services (245 Days)

RANGE 19 Executive Director, Personnel, (245 Days)

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3,000 on an annual basis is awarded to an earned doctorate. The 245 days include a maximum of 24 vacation days. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment (including outside and in the District), a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year is awarded.

Board Approved: -----
Effective Date: 07-01-2019

**FOUNTAIN VALLEY SCHOOL DISTRICT
 CERTIFICATED MANAGEMENT SALARY SCHEDULE
 PSYCHOLOGISTS
 2019-2020**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	92697	99850	106975	114463	120229	126243
B	5000					

RANGE A Psychologist (192 Days)

RANGE B Psychologist Intern (192 Days)

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$500 on an annual basis is awarded to an earned doctorate. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment in the District, a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

*Board Approved: 06-27-2019
 Effective Date: 07-01-2019*

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 6/27/19

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COURREGES			
	FV Community Foundation	\$22.00	Principal's Discretion
FULTON			
	Fulton PTA	\$238.80	Release Time for ASB
	Fulton PTA	\$1,498.58	Sports Coach Stipends/Benefits
	Fulton PTA	\$1,744.26	Clubs
	Fulton PTA	\$433.08	Sports Coach Stipends/Benefits
GISLER			
	Gisler PTO	\$1,322.52	Transportation - 5th gr. Field trip
MASUDA			
	Masuda PTO	\$2,612.71	Clubs, Sports Stipends, Talent Show Advisor
PLAVAN			
	Plavan PTO	\$992.96	Transportation - 5th gr. Field trip
TALBERT			
	STEM Parents/Students	\$1,535.00	Trans, to Google, OC Water, Cabrillo Museum
	Talbert PTO	\$1,005.69	Service of science microscopes
	Talbert PTO	\$1,098.75	Four Chromebooks for RSP classes
	Talbert PTO	\$3,261.00	Sports Release, Clubs, Homework help
	Talbert PTO	\$732.83	Talbert's Music Program
TAMURA			
	Tamura PTO	\$2,500.00	ST Math for 2019/20

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JUNE 27, 2019**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 84474 - 84712
Dates: 6/1/2019 - 6/18/2019

Fund 01	General Fund	536,094.83
Fund 12	Child Development	26,225.75
Fund 13	Cafeteria	37,831.03
Fund 14	Deferred Maintenance	74,913.55
Fund 21	GOB 2016 Election	777,454.67
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	5,252.50
Fund 68	Worker Comp	72,531.87
Fund 69	Insurance	11,097.30

TOTAL **\$ 1,541,401.50**

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/27/2019

FRO 06/01/2019 TO 06/18/2019

<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>
M20M4004	BUS WEST	30,100.00	+500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4311	UNITED RENTALS	1,723.69	+723.69	012869390 5610	Maintenance / Outside Services - Rentals
M20R0024	KEENAN & ASSOCIATES	870,382.00	+382.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
M20R0038	CHEFS' TOYS	1,021.74	+21.74	133207380 4790	Cafeteria Fund / Food Services Supplies
M20R0039	CLEARBROOK FARMS INC	80,775.00	+15,775.00	133207380 4710	Cafeteria Fund / Food
M20R0046	PREFERRED MEAL SYSTEMS INC	359,500.00	+44,500.00	133207380 4710	Cafeteria Fund / Food
M20R0128	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	+500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0217	RALPHS GROCERY COMPANY	3,000.00	-2,000.00	123206098 4310	Extended School Food Service / Instructional Supplies
			+3,000.00	123206098 4710	Extended School Food Service / Food
M20R0219	SMART & FINAL	30,000.00	+7,000.00	123206098 4710	Extended School Food Service / Food
M20R0245	SCHOOL SERVICES OF CALIFORNIA	4,655.00	+345.00	012849380 5813	Fiscal Services / Consultant
M20R0302	IMAGE 2000	12,000.00	+3,000.00	010019380 5645	School Equipment / Outside Srvs-Repairs & Mainten
M20R0350	STAPLES	2,150.00	+150.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0351	STAPLES	2,050.00	+50.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
M20R0377	SCHOOL SPECIALTY	1,985.00	+485.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R0379	SCHOOL SPECIALTY	671.00	+271.00	012734949 4327	Health Supplies - Masuda / Health Supplies
M20R1537	ORANGE COUNTY DEPARTMENT OF ED	219.76	+109.88	012289961 5813	MAA - Administration / Consultant
M20R1643	DISCOUNT SCHOOL SUPPLY	1,463.38	+1,463.38	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
			-815.63	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1826	AWARDS & TROPHIES	436.24	+36.24	010142980 5899	Promotion Activities - Fulton / Other Operating Expenses
M20R1835	RACHLIN PARTNERS INC	150,000.00	+50,000.00	213013880 6220	GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bld
M20R1890	GLASSICAL DESIGNS INC.	570.24	+147.62	012819771 5828	Personnel Commission / Staff Recognition
M20R1914	OFFICE DEPOT	455.28	+56.11	015513160 4310	Special Ed. - Gisler RSP / Instructional Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/27/2019

FRO 06/01/2019 TO 06/18/2019

<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>
M20R1939	STAPLES	40.19	+6.44	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20S8051	UNITED HEALTH SUPPLIES	300.15	+150.07	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			6,531.05		
Fund 12 Total:			8,647.75		
Fund 13 Total:			60,296.74		
Fund 21 Total:			50,000.00		
Fund 68 Total:			382.00		
Total Amount of Change Orders:			125,857.54		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4323	BEACH WIRE & CABLE INC.	51.06	51.06	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4324	CHEFS' TOYS	625.85	625.85	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4325	TURF STAR INC.	1,050.00	1,050.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4329	TIME AND ALARM SYSTEMS INC.	986.87	986.87	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4351	EBERHARD EQUIPMENT	178.09	178.09	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4352	SMD INC	375.00	375.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4354	MIRACLE RECREATION EQUIPT	609.76	609.76	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
M20M4355	PINNACLE DRYER CORPORATION	375.00	375.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4356	BEACH WIRE & CABLE INC.	1,666.67	1,666.67	012869390 4345	Maintenance / Maintenance Supplies
M20M4357	EBERHARD EQUIPMENT	400.00	400.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4358	TOMARK SPORTS	392.34	392.34	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4359	ECOTEK CONSULTING INC.	2,500.00	2,500.00	012869390 5860	Maintenance / Permits & Fees
M20R1986	UNIVERSITY OF SOUTHERN CALIFOR	395.00	395.00	016158155 5210	7140 Gifted & Talented - Instr / Travel, Conference, Worksho
M20R1988	AMAZON.COM LLC	585.64	585.64	012059385 4330	Publications / Printing/Xerox Supplies
M20R1989	BUS WEST	19,979.92	19,979.92	016919395 6420	7240 Special Ed Transportation / Equipment-Machinery, Vehic
M20R1991	LEADERSHIP ASSOCIATES	1,750.00	1,750.00	012719166 5813	Board of Trustees / Consultant
M20R1992	OFFICE DEPOT	76.08	76.08	012719165 4325	Superintendent / Office Supplies
M20R1997	XCELL INC.	60.00	60.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
M20R1999	XCELL INC.	70.00	70.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
M20R2000	XEROX CORPORATION C/O SOCAL OF	12,320.65	12,320.65	012719380 4330	Business Department / Printing/Xerox Supplies
M20R2003	ORANGE COUNTY DEPARTMENT OF ED	1,500.00	1,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R2005	ORANGE COUNTY REGISTER	296.00	296.00	012849380 5825	Fiscal Services / Advertising
M20R2006	CERTIFIED TRANSPORTATION BUS C	992.96	992.96	016929395 5711	7230 Home-to-Sc Transportation / Direct Cost - Field Trips
M20R2008	CERTIFIED TRANSPORTATION BUS C	992.96	992.96	016929395 5711	7230 Home-to-Sc Transportation / Direct Cost - Field Trips
Fund 01 Total:		48,229.85	48,229.85		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4328	SHAW INDUSTRIES INC.	3,600.00	3,600.00	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
M20M4353	ORANGE COUNTY APPLIANCE PARTS	67.50	67.50	120336098 4325	Extended School Administration / Office Supplies
M20R1998	ORANGE COUNTY DEPARTMENT OF ED	80.81	80.81	120086198 5290	CSPP QRIS Block Grant Instr / Mileage Non Taxable
M20R2010	PFS SHREDDING & MEDICAL WASTE	239.25	239.25	120336098 4325	Extended School Administration / Office Supplies
Fund 12 Total:		3,987.56	3,987.56		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1990	REFRIGERATION CONTROL COMPANY	1,124.84	1,124.84	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R2004	REFRIGERATION CONTROL COMPANY	473.86	473.86	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		1,598.70	1,598.70		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4270	NYBERG ARCHITECTS	27,425.00	27,425.00	142864989 6220	Def Maint-Masuda / Architect/Engineer Fees-Bldg
Fund 14 Total:		27,425.00	27,425.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4271	WEST COAST AIR CONDITIONING CO	1,700,000.00	1,700,000.00	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20M4272	WEST COAST AIR CONDITIONING CO	1,760,000.00	1,760,000.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20M4273	WEST COAST AIR CONDITIONING CO	1,600,000.00	1,600,000.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bld
M20R1984	RACHLIN PARTNERS INC	24.42	24.42	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
Fund 21 Total:		5,060,024.42	5,060,024.42		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1987	DIVISION OF THE STATE ARCHITEC	1,705.95	1,705.95	402863790 6222	Modernization - Oka / Inspection Svcs Bldg Improve
	Fund 40 Total:	1,705.95	1,705.95		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/27/2019

FROM 06/01/2019 TO 06/18/2019

<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:			5,142,971.48		



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Lease Addendums for Modular Classrooms**
DATE: June 19, 2019

Background:

The District currently leases seven modular classrooms from Mobile Modular Management Corporation under three separate operating leases. The following lease addendums extend the terms of two of these leases thru June 30, 2020 for the three modular buildings at Fulton and Tamura. The four units currently at Masuda will go on a month-to-month lease arrangement beginning in July 2019 as these units will be returned sometime in October/November of 2019 once modernization is complete at Masuda and new science rooms are in place. The monthly rental fee is increasing \$75 per unit, per month. There are no other changes to the terms and conditions of these leases.

Recommendation:

It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2020 and authorizes the Superintendent or his designee to sign all documents.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752

Ph (951) 360-5100 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 6/17/2019

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley, CA 92708

Attn: Isidro Guerra
Phone :
Fax:
E-mail: guerrai@fvsd.us

Project Name : Fulton Middle School
Site Address : 8778 El Lago St
City/State/Zip: Fountain Valley, CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Yearly Rental Rate
578969	40566	Classroom, 24x40 DSA	7/1/2019	6/24/2020	12	\$ 7,500.00
578970	40581	Classroom, 24x40 DSA	7/1/2019	6/24/2020	12	\$ 7,500.00

This Addendum will not go into effect until signed and returned to MMC for processing. If not received within 30 days from date of contract Addendum, the Addendum will take effect the following billing cycle

****Any edits made to this contract addendum will void the entire document**

. New monthly rent: \$625

- . Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- . Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

**Please call (951) 360-6600 with any questions or comments and ask for
Thank you for contacting Mobile Modular.**

Bianca Franco

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752

Ph (951) 360-5100 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 6/17/2019

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley, CA 92708

Attn: Isidro Guerra
Phone :
Fax:
E-mail: guerrai@fvsd.us

Project Name : Tamura School
Site Address : 17340 Santa Suzanne St
City/State/Zip: Fountain Valley, CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Yearly Rental Rate
220022205	30627	Classroom, 24x40 DSA	7/1/2019	6/24/2020	12	\$ 7,500.00

This Addendum will not go into effect until signed and returned to MMC for processing. If not received within 30 days from date of contract Addendum, the Addendum will take effect the following billing cycle

****Any edits made to this contract addendum will void the entire document**

. New monthly rent: \$625

- . Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- . Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

**Please call (951) 360-6600 with any questions or comments and ask for
Thank you for contacting Mobile Modular.**

Bianca Franco

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2019-19: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**
DATE: June 17, 2019

Background:

Any warrant that is presented to the County Treasurer within six months after it was issued is void and said warrants are then voided and replaced by issuing another warrant. In order to eliminate the necessity of obtaining a second board approval for the same warrant, a Resolution authorizing district employees to sign is required.

Recommendation:

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-19: Authorization of Signatures on Replacement Warrants.**

RESOLUTION 2019-19

AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

WHEREAS, Education Code Section 42660/85270 states that any school warrant not presented to the County Treasurer within six months after it was issued is void;

NOW, THEREFORE BE IT RESOLVED, that the following district employees are hereby authorized to sign replacement warrants within the provisions of Education Code Section 42660/85270; said warrants to replace warrants that are not presented to the County Treasurer within six months, or as otherwise provided after issuance, and thus become void:

- Mark Johnson, Superintendent
- Christine Fullerton, Assistant Superintendent, Business Services
- Cathie Abdel, Assistant Superintendent, Personnel
- Isidro Guerra, Director, Fiscal Services
- Ross Hessler, Director, Human Resources

MOTION:

SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

I, Sandra Crandall, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 27th of June, 2019, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of June, 2019.

Clerk _____



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
SUBJECT: **RESOLUTION 2019-20: APPOINTMENT OF CUSTODIAN
THE REVOLVING CASH FUND**
DATE: June 17, 2019

BACKGROUND

Education Code Section 42800 provides that the Governing Board may establish a Revolving Cash Fund in an amount not more than two percent (2%) of the district's estimated expenditures during the fiscal year, and not in any event, to exceed \$35,000 for an elementary school district.

RECOMMENDATION

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-20** naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

kf

Appoint Custodian RC

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION 2019-20
APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

WHEREAS, Education Code section 42800 authorizes the Governing Board of any school district to establish a Revolving Cash Fund; and

WHEREAS, Education Code section 42800 requires that the Governing Board adopt a resolution setting forth the need for a Revolving Cash Fund and designate the officer authorized to sign checks from the Revolving Cash Fund; and

WHEREAS, the Revolving Cash Fund may be used for any lawful education purpose authorized under Education Code section 35160; and

WHEREAS, the maximum amount of the revolving cash shall not exceed the limits set forth in Education Code section 42800;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees authorizes the Assistant Superintendent, Business Services, be appointed as custodian of said Fund and that the signature of the custodian be required on checks drawn on the Revolving Cash Fund.

SIGNATURE:

Christine Fullerton
Assistant Superintendent
Business Services



AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA)) SS.
COUNTY OF ORANGE)

I, Sandra Crandall, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 27th day of June, 2019, and passed by _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of June 27, 2019.

Clerk of Board of Trustees



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2019-21: AUTHORIZATION OF APPROVAL OF
VENDOR CLAIMS/ORDERS**
DATE: June 17, 2019

Background:

Authorization of Approval of Vendor Claims/Orders is required to approve vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems) and that all previous authorizations of signatures are rescinded.

Recommendation:

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-21: Authorization of Approval of Vendor Claims/Orders.**

RESOLUTION 2019-21

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE June 17, 2019

I, Sandra Crandall, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 27th day of June, 2019, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 27th day of June, 2019; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Mark Johnson



Christine Fullerton



Isidro Guerra



Kim Fogarty



IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June 2019.

Clerk _____



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
SUBJECT: **RESOLUTION 2019-22: AUTHORIZATION OF SIGNATURES**
DATE: June 17, 2019

Background:

Authorization of Signatures is required to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems), and that all previous authorization of signatures are rescinded.

Recommendation:




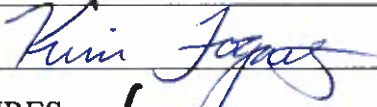

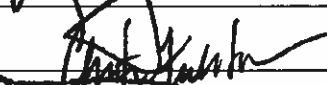


It is recommended that the Board of Trustees adopts **RESOLUTION 2019-22: Authorization of Signatures**.

RESOLUTION 2019-22: AUTHORIZATION OF SIGNATURES

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: June 17, 2019

I, Sandra Crandall, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 27th day of June, 2019, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME TYPED</u>	<u>SPECIMEN SIGNATURE</u>	<u>AUTHORIZED TO SIGN:</u>			
		<u>PAYROLL</u>		<u>VENDOR PAYMENTS</u>	
		<u>NOE/CS</u>	<u>TIME SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X
<u>FACSIMILE SIGNATURES</u>					
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X

I further certify that the signatures following are those of the members of the governing Board not mentioned above.

<u>NAME TYPED</u>	<u>SIGNATURE</u>
Jeanne Galindo	
Sandra Crandall	
Lisa Schultz	
Ian Collins	
Jim Cunneen	

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2019.

Authorize Signatures

Clerk _____



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: **Approval of Resolution 2019-23 Education Protection Account (EPA)
Funding and Spending Determinations for the 2019-20 Fiscal Year**
DATE: June 14, 2019

Background:

In November of 2012 Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

Recommendation:

It is recommended that the Board of Trustees adopts resolution 2019-23 approving the expenditure of Education Protection Account funds to be received quarterly during the 2019-20 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2019-23
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 27, 2019.

Ian Collins, President

Jeannie Galindo, President Pro-Tem

Sandra Crandall, Clerk

Lisa Schultz, Member

Jim Cunneen, Member

2019-20 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2020
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	1,231,637.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,231,637.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	1,231,637.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,231,637.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Resolution 2019-24 Temporary Inter-Fund Transfers from Fund 40**
DATE: June 14, 2019

Background:

Due to the timing of when State Apportionments are received throughout the 2019-20 school year, it may be necessary for cash flow purposes that the District completes a temporary transfer from Fund 40 into any fund with a negative balance. The amount of this borrowing is not to exceed \$4,000,000. In accordance with Education Code 42603, any transfer shall be repaid by the close of the fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year end.

Recommendation:

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-24** the temporary inter-fund transfer of funds from Fund 40.

RESOLUTION NO. 2020-
of the
BOARD OF TRUSTEES
FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF
SPECIAL OR RESTRICTED FUND MONIES**

WHEREAS, the governing board of any school may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by education code section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, no more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Fountain Valley School District, in accordance with the provisions of Education Code Section 42603 authorizes the Administration to make temporary transfers to cover payment of obligations from any fund or account.

PASSED AND ADOPTED this 27th day of June, 2019.

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

Clerk of the Board of Trustees
Fountain Valley School District



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Orange County Department of Education PowerSchool
Contracts (formerly known as SunGard)**
DATE: June 14, 2019

Background:

Business-Plus System Support Agreement #42950 Amendment #3

The Orange County Department of Education (OCDE) provides professional services for the operation of the PowerSchool (formerly known as SunGard) Business-PLUS system, including on-going training, support services and software enhancements. Services include basic financial /budget, school site finance, stores inventory and fixed assets systems. The cost of this agreement for the 2019-20 school year is \$54,357, unchanged from 2018-19.

Human Resources Application Agreement #46315 Amendment #1

The Orange County Department of Education (OCDE) provides system as well as software support for the District's PowerSchool (formerly known as SunGard) Human Resources System package. The cost for the 2019-20 school year is \$27,674, unchanged from 2018-19.

Recommendation

It is recommended that the Board approves Agreement Number 42950 – Amendment #3, “Business-Plus System Support” and Agreement 46315 – Amendment #1 “Human Resources Application” with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

AMENDMENT #3
FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS-PLUS SYSTEM SUPPORT
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into April 27, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Fifty-four thousand three hundred fifty-seven dollars (\$54,357.00) for annual software support service fees for fiscal year 2019-2020. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support Business-Plus software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

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2019 - 2020 Annual Software Support Service Fees

Basic Financial/Budget	\$39,311.00
School Site Finance	\$ 5,786.00
Stores Inventory	\$ 4,630.00
Fixed Assets	<u>\$ 4,630.00</u>
	\$54,357.00

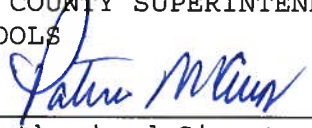
2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT of April 27, 2019, shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: April 23, 2019

FVSD(42950)-Amendment #3-Bus Plus 2019-2020
ZIP4

AMENDMENT #1
FOUNTAIN VALLEY SCHOOL DISTRICT
HUMAN RESOURCES APPLICATION
SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Twenty-seven thousand six hundred seventy-four dollars (\$27,674.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2019-2020. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. Annual Human Resources Application software support service fees will be evaluated annually for possible upward or downward adjustments. SUPERINTENDENT will provide DISTRICT written notice of the annual Human Resources Application software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period. Renewal fees shall be based on the actual costs incurred by SUPERINTENDENT to support the Human Resources Application software.

2.0 Except as expressly herein amended said AGREEMENT shall in all respects be and remain in full force and effect.

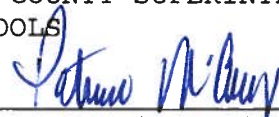
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: April 23, 2019

FVSD(46315)-Human Resources Application 2019-2020
ZIP4



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT
COMMITTEE'S 2018-2019 ANNUAL REPORT**
DATE: June 24, 2019

Background:

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. The 2018-2019 Measure O Citizen's Bond Oversight Committee Annual Report includes information regarding committee members, meeting dates, committee activities, project updates and the committee's conclusion.

Fiscal Impact:

In 2016, the Fountain Valley School District community approved Measure O, authorizing the sale of \$63 million in General Obligation Bonds. The Citizen's Bond Oversight Committee is tasked with the oversight of expenditures of these funds

Recommendation:

It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2018-2019 Annual Report.



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE THE 2019-2020 NETWORK SUPPORT SERVICES
AGREEMENT # 47946 WITH THE ORANGE COUNTY
DEPARTMENT OF EDUCATION IN THE AMOUNT OF \$2,400.00**
DATE: June 24, 2019

Background:

The Orange County Department of Education (OCDE) provides Internet Access to The Fountain Valley School District through a dedicated 10 GB fiber optic circuit. OCDE charges \$2,400.00 per year to provide network management and monitoring services for this circuit. The monitoring services include, access to a web-based dashboard, outage notification and technical support.

Fiscal Impact:

OCDE is increasing data circuit network management services cost from \$2,3500.00 to \$2,400.00 annually. The funds will be paid out of IT department's 2019-2020 budget.

Recommendation:

It is recommended that the Board of Trustees approves the 2019-2020 Network Support Services Agreement # 47946 with OCDE for \$2,400.00.

2019-2020
NETWORK SUPPORT SERVICES AGREEMENT
FOUNTAIN VALLEY SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications and services via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications and services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)

- 1 6. Workflow (i.e. Pan, etc.) (Separate contract required)
- 2 7. Data Center Site Services-California (Separate contract
- 3 required)
- 4 8. Data Center Site Services-Arizona (Separate contract
- 5 required)
- 6 9. District circuit(s) handoff
- 7 10. Technical Support/Professional Services (Separate contract
- 8 required)

9 3.0 TERM. This AGREEMENT shall be in full force and effect for
10 the period commencing July 1, 2019, and ending on June 30, 2020,
11 subject to termination as set forth in this AGREEMENT.

12 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
13 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
14 not to exceed Two thousand four hundred dollars (\$2,400.00). The
15 charges are based on the actual expenses incurred by SUPERINTENDENT
16 in supporting the connectivity between DISTRICT and SUPERINTENDENT
17 through the circuit, Internet service providers, and vendors
18 providing equipment, lines and services. DISTRICT shall be notified
19 in writing of any increase in charges incurred by SUPERINTENDENT in
20 supporting the network. DISTRICT agrees to pay SUPERINTENDENT the
21 actual charges within thirty (30) days upon receipt of an itemized
22 invoice from the SUPERINTENDENT.

23 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
24 technical support and assistance on SUPERINTENDENT'S Network between
25 the DISTRICT and SUPERINTENDENT, provided however, that the
availability or performance of this technical support service shall

1 not be construed as altering or affecting SUPERINTENDENT'S
2 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
3 technical support via telephone shall be provided to DISTRICT
4 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
5 excluding SUPERINTENDENT'S holidays.

6 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
7 shall be an independent contractor and shall be wholly responsible
8 for the manner in which the services required by the terms of this
9 AGREEMENT are performed. Nothing herein contained shall be
10 construed as creating the relationship of employer and employee, or
11 principal and agent, between SUPERINTENDENT and DISTRICT.
12 SUPERINTENDENT assumes the responsibility for the acts of its
13 employees or agents as they relate to the services to be provided.
14 SUPERINTENDENT, its officers, agents, and employees, shall not be
15 entitled to any rights, and/or privileges of DISTRICT'S employees
16 and shall not be considered in any manner to be DISTRICT'S
17 employees.

18 7.0 HOLD HARMLESS.

19 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
20 hold harmless DISTRICT, its Governing Board, officers, agents, and
21 employees from every claim or demand and every liability loss,
22 damage, or expense of any nature whatsoever which may be incurred by
23 reason of any negligent acts or omissions of employees, agents or
24 officers of SUPERINTENDENT or the Orange County Board of Education
25 during the period of this AGREEMENT.

1 B. DISTRICT hereby agrees to indemnify, defend, and hold
2 harmless SUPERINTENDENT, the Orange County Board of Education, and
3 its officers, agents, and employees from every claim or demand and
4 every liability, loss, damage, or expense of any nature whatsoever
5 which may be incurred by reason of any negligent acts or omissions
6 of employees, agents or officers of DISTRICT during the period of
7 this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination of persons because
10 of race, color, religious creed, national origin, ancestry, physical
11 handicap, medical condition, marital status, or sex of such persons.

12 9.0 APPLICABLE LAW. The services completed herein must meet the
13 approval of the DISTRICT'S general right of inspection to secure the
14 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
15 to comply with all federal, state and local laws, rules, regulations
16 and ordinances that are now or may in the future become applicable
17 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
18 engaged in operations covered by this AGREEMENT or occurring out of
19 the performance of such operations.

20 10.0 ASSIGNMENT. Neither party shall subcontract or assign this
21 AGREEMENT or the performance of any of the services set forth in
22 this AGREEMENT without prior written approval of the non-assigning
23 party.

24 11.0 TERMINATION. This AGREEMENT may be terminated by
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
sixty (60) days prior written notice to the other party.

1 12.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and
4 vehicles, and on any property owned, leased or contracted for by the
5 SUPERINTENDENT. Failure to abide with conditions of this policy
6 could result in the termination of this AGREEMENT.

7 13.0 NOTICES. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by
10 registered or certified mail, return receipt requested, with postage
11 prepaid. Service shall be considered given when received if
12 personally served or, if mailed, on the third (3rd) day after
13 deposit in any U.S. Post Office. The address to which notices or
14 demands may be given by either party may be changed by written
15 notice given in accordance with the notice provisions of this
16 section. As of the date of this AGREEMENT the addresses of the
17 parties are as follows:

18 DISTRICT: Fountain Valley School District
19 10055 Slater Avenue
20 Fountain Valley, California 92708
21 Attn: _____

22 SUPERINTENDENT: Orange County Superintendent of Schools
23 200 Kalmus Drive
24 P.O. Box 9050
25 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

14.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be
invalid, void, or unenforceable, the remaining provisions will

1 nevertheless continue in full force and effect and shall not be
2 affected, impaired or invalidated in any way.

3 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
4 shall be governed by the laws of the State of California, with venue
5 in Orange County, California.

6 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
7 attached hereto constitute the entire AGREEMENT between
8 SUPERINTENDENT and DISTRICT regarding the services and any agreement
9 made shall be ineffective to modify this AGREEMENT in whole or in
10 part unless such agreement is embodied in an Amendment to this
11 AGREEMENT which has been signed by both Parties. This AGREEMENT
12 supersedes all prior negotiations, understandings, representations
13 and agreements.

14 IN WITNESS WHEREOF, the Parties hereto have caused this
15 AGREEMENT to be executed.

16 DISTRICT: FOUNTAIN VALLEY SCHOOL
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: _____
19 Authorized Signature

BY:  _____
Authorized Signature

20 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

21 TITLE: _____

TITLE: Administrator

22 DATE: _____

DATE: March 21, 2019

23 FVSD-NetworkSupport-Intranet- (47946)1920
24 Zip6



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, IT Supervisor
SUBJECT: ***APPROVE AGREEMENT #47947 INTERNET ACCESS
AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF
EDUCATION***
DATE: June 24, 2019

Background:

Annually, the District signs an Internet Access Agreement with the Orange County Department of Education (OCDE) to provide internet access to the District. The agreement is valid for one year. This amendment extends the original contract, signed in 2015, through June 30, 2020.

Fiscal Impact:

This contract has no fiscal impact on Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees approves Agreement #47947, Internet Access Agreement with the Orange County Department of Education.

2 2019-2020
3 INTERNET ACCESS AGREEMENT
4 FOUNTAIN VALLEY SCHOOL DISTRICT

5 This Internet Access Agreement is hereby entered into this 1st
6 day of July, 2019, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and Fountain Valley School District,
9 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

12 NOW, THEREFORE, the Parties hereto mutually agree as follows:

13 1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB
14 and support to DISTRICT at no cost in accordance with the terms and
15 conditions set forth in this AGREEMENT.

16 2.0 TERM. This AGREEMENT shall be in full force and effect for
17 the period commencing July 1, 2019, and ending on June 30, 2020,
18 subject to termination as set forth in this AGREEMENT.

19 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and
20 support pursuant to Section 1.0 of this AGREEMENT at no cost to the
21 DISTRICT. SUPERINTENDENT receives Internet access at no charge from
22 the California K-12 High Speed Network. DISTRICT shall be notified in
23 writing if SUPERINTENDENT no longer receives Internet access at no
24 charge at which time, SUPERINTENDENT will provide DISTRICT an itemized
25 invoice. DISTRICT will have the option to pay the invoice or terminate
this AGREEMENT at DISTRICT'S discretion.

1 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
2 technical support and assistance for Internet access between the
3 DISTRICT and SUPERINTENDENT, provided however, that the availability
4 or performance of this technical support service shall not be construed
5 as altering or affecting SUPERINTENDENT'S obligations as set forth in
6 this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall
7 be provided to DISTRICT without charge Monday through Friday from 8:00
8 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

9 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
10 shall be an independent contractor and shall be wholly responsible for
11 the manner in which the services required by the terms of this
12 AGREEMENT are performed. Nothing herein contained shall be construed
13 as creating the relationship of employer and employee, or principal
14 and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT
15 assumes the responsibility for the acts of its employees or agents as
16 they relate to the services to be provided. SUPERINTENDENT, its
17 officers, agents, and employees, shall not be entitled to any rights,
18 and/or privileges of DISTRICT'S employees and shall not be considered
19 in any manner to be DISTRICT'S employees.

20 6.0 HOLD HARMLESS.

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
22 harmless DISTRICT, its Governing Board, officers, agents, and
23 employees from every claim or demand and every liability loss, damage,
24 or expense of any nature whatsoever which may be incurred by reason
25 of any negligent acts or omissions of employees, agents or officers

1 of SUPERINTENDENT or the Orange County Board of Education during the
2 period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless
4 SUPERINTENDENT, the Orange County Board of Education, and its
5 officers, agents, and employees from every claim or demand and every
6 liability, loss, damage, or expense of any nature whatsoever which may
7 be incurred by reason of any negligent acts or omissions of employees,
8 agents or officers of DISTRICT during the period of this AGREEMENT.

9 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
10 they will not engage in unlawful discrimination of persons because of
11 race, color, religious creed, national origin, ancestry, physical
12 handicap, medical condition, marital status, or sex of such persons.

13 8.0 APPLICABLE LAW. The services completed herein must meet the
14 approval of the DISTRICT'S general right of inspection to secure the
15 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
16 to comply with all federal, state and local laws, rules, regulations
17 and ordinances that are now or may in the future become applicable to
18 SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged
19 in operations covered by this AGREEMENT or occurring out of the
20 performance of such operations.

21 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
22 AGREEMENT or the performance of any of the services set forth in this
23 AGREEMENT without prior written approval of the non-assigning party.

24 10.0 TERMINATION. This AGREEMENT may be terminated by
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
sixty (60) days prior written notice to the other party.

1 11.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT. Failure to abide with conditions of this policy could
6 result in the termination of this AGREEMENT.

7 12.0 NOTICES. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by
10 registered or certified mail, return receipt requested, with postage
11 prepaid. Service shall be considered given when received if personally
12 served or, if mailed, on the third (3rd) day after deposit in any U.S.
13 Post Office. The address to which notices or demands may be given by
14 either party may be changed by written notice given in accordance with
15 the notice provisions of this section. As of the date of this
16 AGREEMENT the addresses of the parties are as follows:

17 DISTRICT: Fountain Valley School District
18 10055 Slater Avenue
19 Fountain Valley, California 92708
20 Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P. O. Box 9050
24 Costa Mesa, California 92628-9050
25 Attn: Patricia McCaughey

13.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be invalid,
void, or unenforceable, the remaining provisions will nevertheless

1 continue in full force and effect and shall not be affected, impaired
2 or invalidated in any way.

3 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
4 shall be governed by the laws of the State of California, with venue
5 in Orange County, California.

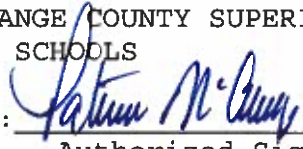
6 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
7 attached hereto constitute the entire AGREEMENT between SUPERINTENDENT
8 and DISTRICT regarding the services and any agreement made shall be
9 ineffective to modify this AGREEMENT in whole or in part unless such
10 agreement is embodied in an Amendment to this AGREEMENT which has been
11 signed by both Parties. This AGREEMENT supersedes all prior
12 negotiations, understandings, representations and agreements.

13 IN WITNESS WHEREOF, the Parties hereto have caused this
14 AGREEMENT to be executed.

15 DISTRICT: FOUNTAIN VALLEY SCHOOL
16 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

17 BY: _____
Authorized Signature

17 BY:  _____
Authorized Signature

18 PRINTED NAME: _____

18 PRINTED NAME: Patricia McCaughey

19 TITLE: _____

19 TITLE: Administrator

20 DATE: _____

20 DATE: March 20, 2019

21 FVSD -Internet- (47947)1920
22 Zip6



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND
MANAGEMENT INFORMATION SERVICES WITH SCHOOL
SERVICES OF CALIFORNIA, INC.**
DATE: June 24, 2019

Background:

Each year the District contracts with School Services of California (SSC) for fiscal services. SSC provides districts throughout the state with valuable information and insight into budgeting, finance and general practices. Included in the annual agreement with SSC is one copy of the booklet Analysis of the Governor's Proposals for the State Budget and K-12 Education. Twelve (12) hours of annual contract service are also included in the membership fee. Participation at School Services workshops are offered at a discounted rate to members. The term of this agreement is from August 1, 2019 to July 31, 2020.

Fiscal Impact:

The annual membership fee is \$3,900 which is a \$240 increase from the previous year, and an additional \$650 for the Comparative Analysis of District Income and Expenditures (CADIE) Report and the Salary And Benefits Report (SABRE).

Recommendation:

It is recommended that the Board of Trustees approves the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **FOUNTAIN VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2019.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact local educational agency fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Associate Student Body
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - e. Preliminary local educational agency revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

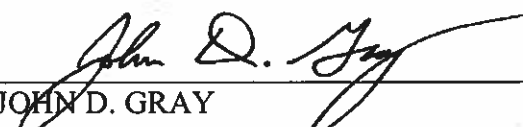
BY: _____ DATE: _____

Print Name

Job Title

Fountain Valley School District

BY: _____ DATE: June 3, 2019


JOHN D. GRAY

President

School Services of California, Inc.

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district’s revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE’s Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2017-18 Next year 2018-19

- | | | |
|--|-------|--|
| <input type="checkbox"/> CADIE Only | \$450 | <input type="checkbox"/> Use the same districts as last year |
| <input type="checkbox"/> SABRE Only | \$300 | <input type="checkbox"/> Use districts of similar type and size |
| <input type="checkbox"/> CADIE & SABRE | \$650 | <input type="checkbox"/> Use districts geographically close to mine |
| | | <input type="checkbox"/> Use districts with similar unduplicated pupil percentages |

Reports are a year behind as the data is released by the CDE.

****Next year: SABRE will be released in December 2019, CADIE will be released in March 2020**

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE**
DATE: June 24, 2019

The following community members have volunteered to serve on the Citizen's Bond Oversight Committee for Measure O.

The community members below will serve as quorum members in the following categories:

1. Bonnie Hansen Active in a business organization representing the business community within the school district
2. Joy Moyers Quorum member at large

The following community members will serve on the Citizen's Bond Oversight Committee for Measure O as members at large:

Dave Albert
Brad Gaston
Amy Nguyen
Janice Vuong

Recommendation: It is recommended that the Board of Trustees appoints the additional quorum members and members at large listed above to the Citizens' Bond Oversight Committee.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Student Accident Insurance – 2019-20**
DATE: June 14, 2019

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, CHUBB ACE American 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 CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2019-20 school year.

Myers-Stevens & Toohey & Co., Inc.

Voluntary Student Accident and Sickness Insurance Program 2019-2020

INSTRUCTIONS: Please complete or update all blank areas. An incomplete application may cause a delay in shipment of materials.

APPLICATION TO ACE AMERICAN INSURANCE COMPANY and PARTICIPATION AGREEMENT

Application for participation is hereby made by the undersigned Participating Organization for insurance under the Trustee of ACE USA Accident and Health Insurance Trust on behalf of the Participating Organization

1. Name of Participating Organization: FOUNTAIN VALLEY S. D.
(School or District name as you wish it to appear on the policy)

Address: 10055 SLATER AVENUE FOUNTAIN VALLEY CA 92708

Telephone: 714-843-3252 Fax: _____ Email: guerrai@fvsd.us

Participating Organization Effective Date: _____ (today's date)

2. The Participating Organization elects to participate in the Trust identified above.

The Participating Organization has signed this Application on: _____ (date signed)

ISIDRO GUERRA

School or District Contact Name

Signed By: _____

Signature

Name of District Official (please print)

Title: DIRECTOR

BROKER OF RECORD (IF APPLICABLE)

BROKER CONTACT NAME

TELEPHONE

FAX

1. ESTIMATED TOTAL ENROLLMENT

2018/2019

6,600

2019/2020

2. DATE 2019/2020 SCHOOL YEAR ENDS

3. INDICATE PROGRAM OF CHOICE FOR YOUR DISTRICT ("X" indicates prior year's selection, please change if desired)



Network Benefit Package (NBP)
Policy #SDA N18008701



Scheduled Benefit Package
Policy #SDA N18008695

IMPORTANT: The Limited Activities Coverage Agreement that follows must be completed and signed in order to provide your students with additional protection at no charge.

PLEASE COMPLETE THE APPROPRIATE SUPPLY ORDER FORM FOLLOWING THIS APPLICATION:

GENERAL STUDENT BODY INSURANCE MATERIAL.

INTERSCHOLASTIC SPORTS INSURANCE MATERIAL
(Including Tackle Football)

EXCHANGE STUDENT INSURANCE MATERIAL

BLANKET COVERAGES ARE AVAILABLE FOR PURCHASE ON A GROUP BASIS:

Complete plan description is available in the Sales Brochure and samples are enclosed for review.

Please have your schools contact us directly for the appropriate form(s).

1. SHORT-TERM (24-HOUR COVERAGE)

4. INTERSCHOLASTIC TACKLE FOOTBALL TRYOUT

2. SCHOOL TO WORK COVERAGE (Career/Workstudy)

5. ADULT VOLUNTEERS

3. ELEMENTARY COMPETITORS

6. COMMUNITY SERVICE

Arranged & Administered By



myers | stevens | toohey

Myers-Stevens & Toohey & Co., Inc.
26101 Marguerite Parkway, Mission Viejo, CA 92692
(949) 348-0656 or (800) 827-4695 Fax (949) 348-2630
CA License # 0425842

Underwritten By

CHUBB

ACE American Insurance Company
436 Walnut St, Philadelphia PA 19106

DISTRICT ID

5456

CA_19-20

LIMITED ACTIVITIES COVERAGE AGREEMENT

Though more families in the U.S. are obtaining accident & sickness coverage, there continues to be an increasing amount of coverage gaps in many of these plans. Other students may still be without insurance altogether. Uncovered costs for medical care following a school-related injury can be a serious problem for families and schools!

This is why adequate distribution to each and every student is crucial. Whether or not the student participates in interscholastic sports, attends high school or grade school-- every family deserves a fair opportunity to make an informed decision when providing coverage for their children.

The blanket coverages highlighted on page 5 of the attached Rates and Benefits document are offered in conjunction with the voluntary participation student accident & sickness insurance program. They are intended to provide additional protection to students in the district and help facilitate district compliance with relevant sections of the Education Code (where applicable):

IT IS UNDERSTOOD AND ACKNOWLEDGED THAT THESE COVERAGES WILL BE PROVIDED IN CONSIDERATION OF THE DISTRICT'S DILIGENT EFFORTS TO:

1. Ensure that the parents/guardians of every student enrolled in the district are provided with the student accident & sickness insurance materials at the beginning of the school year, and
2. Maintain a proper system of signed waivers/proof of insurance (where required by law).

Please select below the distribution option/s you and your sites intend to utilize for the upcoming school year:

PAPER DISTRIBUTION

- Back-to-School Mailer:** Most schools find it more efficient to include the brochure in these mailers.
- First Day Packets:** Brochures will be included in First Day packets for parents' review.
- Direct Handouts:** Brochures will be distributed amongst teachers and simply handed out from teacher-to-student in a "homework" fashion during class. Students should be instructed to give the brochure to their parents.
- Other:** Please explain: _____

ELECTRONIC DISTRIBUTION

- Online Registration:** If your site(s) utilize online registration we can coordinate with your web developer(s) to incorporate the insurance information into this process.
- Email Blast:** Either by a 3rd party platform (i.e. Mail Chimp, Zoho, etc.) or manual submission, each family will receive a PDF brochure at the beginning of the school year.
- Peachjar:** Peachjar is the leading cloud-based platform that electronically distributes district-approved information directly to each family free of charge. If your district isn't already registered with Peachjar, we can assist in facilitating arrangements.
- Other:** Please explain: _____

Name of District Official

FOUNTAIN VALLEY S. D.

Signature

Date

5456

SUPPLY ORDER FORM FOR INSURANCE MATERIALS FOR GENERAL STUDENT BODY

DATE, OR DATE RANGE, YOU WISH TO RECEIVE YOUR MATERIALS:

Or -

Indicate Date Or Date Range

IMPORTANT: Personnel must be available to sign for materials.

SEND MATERIALS TO:

- DISTRICT OFFICE**
- WAREHOUSE**
- EACH SCHOOL**

If shipping to District Office or Warehouse:

Contact Name: _____

Contact Phone: _____

Address: _____

City, State, Zip: _____

WE CANNOT SHIP TO P.O. BOXES

INDICATE YOUR CHOICE OF ENROLLMENT ENVELOPE:

- SR** - to be returned to school
 MB - To be returned directly to Myers-Stevens

DISTRICT ID
5456

PLEASE UPDATE ENROLLMENT FOR THE 2019/2020 SCHOOL YEAR

SCHOOL NAME	"Attention to"	2018/2019			2019/2020		
		School Enroll	English Applications	Spanish Applications	School Enroll	English Applications	Spanish Applications
COURREGES SCHOOL 18313 SANTA CARLOTTA ST. FOUNTAIN VALLEY CA 92708	ATTN: SANDY O'TOOLE	675	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
COX SCHOOL 17615 LOS JARDINES EAST FOUNTAIN VALLEY CA 92708	ATTN: KITTY KAUFMAN	750	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
FOUNTAIN VALLEY SCHOOL DIST. 10055 SLATER AVE FOUNTAIN VALLEY CA 92708					<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
FULTON SCHOOL 8778 EL LAGO STREET FOUNTAIN VALLEY CA 92708	ATTN: THAO NGUYEN	815	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
GISLER SCHOOL 18720 LAS FLORES STREET FOUNTAIN VALLEY CA 92708	ATTN: SUZIE DAVIS	530	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
MASUDA SCHOOL 17415 LOS JARDINES WEST FOUNTAIN VALLEY CA 92708	ATTN: NANCY SPIRK	850	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
NEWLAND SCHOOL 8787 DOLPHIN STREET HUNTINGTON BEACH CA 92646	ATTN: LYNN IVANS-AARON	485	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
OKA SCHOOL 9800 YORKTOWN AVENUE HUNTINGTON BEACH CA 92646	ATTN: MELISSA KIMMONS	450	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
PLAVAN SCHOOL 9675 WARNER AVENUE FOUNTAIN VALLEY CA 92708	ATTN: CHERYL TOM	525	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
TALBERT SCHOOL 9101 BRABHAM DRIVE HUNTINGTON BEACH CA 92646	ATTN: CHRIS PALITZ	715	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>
TAMURA SCHOOL 17340 SANTA SUZANNE STREET FOUNTAIN VALLEY CA 92708	ATTN: CHERYL HALL	630	20	10	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>	<input style="width: 50px; height: 25px;" type="text"/>

SUPPLY ORDER FORM FOR ADDITIONAL INSURANCE MATERIALS FOR INTERSCHOLASTIC SPORTS

Including Interscholastic Tackle Football Materials
 School return envelopes will be provided unless advised otherwise.

DATE, OR DATE RANGE, YOU WISH TO
 RECEIVE YOUR MATERIALS:

Indicate Date

Or

 -

Date Range

IMPORTANT: Personnel must be available to
 sign for materials.

SEND MATERIALS TO:

DISTRICT OFFICE

WAREHOUSE

EACH SCHOOL

If shipping to District Office or Warehouse:

Contact Name: _____

Contact Phone: _____

Address: _____

City, State, Zip: _____

WE CANNOT SHIP TO P.O. BOXES

SCHOOL NAME	"ATTENTION TO"	2018/2019		2019/2020	
		English Athletes	Spanish Athletes	English Athletes	Spanish Athletes

Please List Any Additional Schools

DISTRICT ID:

SUPPLY ORDER FORM FOR EXCHANGE STUDENT ENROLLMENT FORMS

Coverage for Inbound and Outbound Exchange Students

DATE, OR DATE RANGE, YOU WISH TO RECEIVE YOUR MATERIALS:

Indicate Date

Or

 -

Date Range

IMPORTANT: Personnel must be available to sign for materials.

SEND MATERIALS TO:

DISTRICT OFFICE

WAREHOUSE

EACH SCHOOL

If shipping to District Office or Warehouse:

Contact Name: _____

Contact Phone: _____

Address: _____

City, State, Zip: _____

WE CANNOT SHIP TO P.O. BOXES

Please Indicate: SCHOOL NAME	"ATTENTION TO"	2019/2020 Estimated Number of Exchange Students
		<input type="text"/>
		<input type="text"/>
		<input type="text"/>
		<input type="text"/>
		<input type="text"/>

DISTRICT ID:

5456



Fountain Valley School District

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

MEMORANDUM

TO: Mark Johnson, Superintendent

FROM: Cathie Abdel, Asst. Superintendent, Personnel

SUBJECT: NOTICE OF REDUCTION IN HOURS FOR CLASSIFIED POSITIONS

DATE: June 17, 2019

BACKGROUND

As a result of a review of staffing needs for lunchtime coverage by Noon Duty Aides (NDA), Principal Erin Bains is proposing adding another position, and reducing the hours of the existing positions. This will provide better coverage, while staying within the limits of the total hours provided by the staffing formula. The change will result in five positions working five hours/week, instead of four positions working six hours/week.

Notice to the persons serving in the positions affected by this reduction in hours, which falls under the rules of layoff, shall be in accordance with Education Code 45117 and Personnel Commission Rule 603.

IMPACTS

The four existing classified NDA positions at Gisler School shall be reduced from six to five hours/week following the required 60 day notice (as of August 30, 2019):

RECOMMENDATION

It is recommended the Board of Trustees reduces hours in the positions so designated on the effective date listed above.

C: Ross Hessler, Director, Human Resources



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE THE USE OF CHINO VALLEY UNIFIED SCHOOL DISTRICT PIGGYBACK BID #17-18-17F FOR THE PURCHASE AND INSTALLATION OF VIEWSONIC TOUCH DISPLAYS**
DATE: June 24, 2019

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Chino Valley Unified School District went out to bid for Viewsonic touch displays in 2018, awarded the bid to CDWG and extended the bid in 2019.

Fiscal Impact:

The use of the Chino Valley Unified School District piggyback allows the District to purchase touch displays and installation at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees approves the use of the Chino Valley Unified School District’s Piggyback Bid #17-18-17F for the purchase and installation of Viewsonic touch displays.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive
Chino, California 91710

CERTIFICATION OF MINUTES

School District: CHINO VALLEY UNIFIED SCHOOL DISTRICT
Subject Matter: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES
Date of Action: April 18, 2019

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

ITEM: II.D.2. PAGE: 31

MOVED - *Blair* SECONDED - *Hagner* VOTE: 5-0

The Board of Education approved/ratified the Agreements for Contractor/Consultant Services.

FISCAL IMPACT

As indicated.

I, Norm Enfield, Ed.D., Superintendent of the Chino Valley Unified School District, hereby certify that the foregoing is a true and correct copy of a resolution duly made, adopted and entered on the Board minutes of the Board of Education of the Chino Valley Unified School District on this 18th day of April 2019.


Norm Enfield, Ed.D., Superintendent

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-015 AVID Center. To provide Advancement Via Individual Determination (AVID) to elementary and secondary programs. Submitted by: Elementary and Secondary Curriculum Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$42,616.00 Funding source: LCAP
CIIS-1920-016 ClassLink. To provide service and maintenance for the capability to tie into Google Apps for education. Submitted by: Technology Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$61,000.00 Funding source: General Fund
CIIS-1920-017 SHI. To provide service and maintenance to onboard managing internet devices. Submitted by: Technology Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$31,853.80 Funding source: General Fund
CIIS-1920-018 K12 Insight. To provide engagement and customer survey services for school sites. Submitted by: Access and Equity Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$26,550.00 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1819-057 Elite Modular Leasing & Sales Inc. To provide one year lease of four portable classrooms for Briggs K-8. Submitted by: Facilities, Planning, and Operations Duration of Agreement: May 1, 2019 - April 30, 2020	Contract amount: \$104,044.00 Funding source: Building Fund 21

MASTER CONTRACTS	FISCAL IMPACT
MC-1819-083 Castle Park. To provide amusement/rides. Submitted by: Marshall ES Duration of Agreement: May 23, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1819-084 Mr. Poppers Kettle Korn. To provide kettle corn, funnel cakes, and fresh squeezed lemonade. Submitted by: Chaparral ES Duration of Agreement: April 19, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACT TO BE AMENDED	AMENDMENT
BID 17-18-17F Interactive Flat Panel Displays and Accessories. CDW-G. To provide ViewSonic interactive flat panels, accessories and installation. Submitted by: Purchasing Duration of Agreement: May 4, 2018 - May 3, 2019 Original Agreement Board Approved: May 3, 2018	Contract Amount: Per rate sheet Funding Source: Various Extend contract one year through May 3, 2020 with pricing on products remaining the same and a 1.9% increase on installation. The installation increase is due to the District requesting a change to the original installer.

Chino Valley Unified School District 17-18-17F Interactive Flat Panel Displays and Accessories

BID# 17-18-17F Interactive Flat Panel Displays and Accessories

Item	Manufacturer	Part Number	Description	Unit Price
1	Viewsonic	IFP6550	Viewsonic Advanced 65" Ultra HD ViewBoard Interactive Flat Panel	\$ 2,079.00
2	Viewsonic	IFP7550	Viewsonic Advanced 75" Ultra HD ViewBoard Interactive Flat Panel	\$ 2,915.00
3	Viewsonic	VPC14-WP-2	ViewSonic ViewBoard IFP50 series slot-in PC	\$ 745.00
4	Viewsonic	VB-STND-001	Mobile Trolley Rart ideal for ViewSonic commercial displays	\$ 319.00
5	Viewsonic	LB-STND-005-3	Motorized Trolley for 48"-98" ViewBoards and LFDs, TAA Trade Compliant	\$ 1,349.00
6	Viewsonic	WMK-047-2	Wall Mount Support for 48"-98"	FREE
7	Viewsonic	IFP-EW-60-02	65" LFD and Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	FREE
8	Viewsonic	IFP-EW-70-02	70"-75" LFD and Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	FREE
9	Viewsonic	IFP-WG-70-03	70" - 79" Interactive Display 2nd Day On-Site White Glove Repair Service Warranty for 3rd, 4th and 5th Year	FREE
10	CDW Services - MJP		Trolley Mounting, 5+	\$ 235.00
11	CDW Services - MJP		Trolley Mounting, Under 5	\$ 295.00
12	CDW Services - MJP		Wall Mounting, 5+	\$ 295.00
13	CDW Services - MJP		Wall Mounting, Under 5	\$ 375.00
14	CDW Services - EKC		Trolley Mounting, 5+	\$ 275.00
15	CDW Services - EKC		Trolley Mounting, Under 5	\$ 335.00
16	CDW Services - EKC		Wall Mounting, 5+	\$ 385.00
17	CDW Services - EKC		Wall Mounting, Under 5	\$ 450.00
18	CDW Services - EKC		Staging in Bakersfield Warehouse, Under 5	\$ 100.00
19	CDW Services - EKC		Staging in Bakersfield Warehouse, 5+	\$ 75.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive
Chino, California 91710

CERTIFICATION OF MINUTES

School District: CHINO VALLEY UNIFIED SCHOOL DISTRICT
Subject Matter: BID 17-18-17F, INTERACTIVE FLAT PANEL DISPLAYS AND ACCESSORIES
Date of Action: May 3, 2018

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

ITEM: III.D.6. PAGE: 151

MOVED - *na*

SECONDED - *Orozco*

VOTE: 5-0

The Board of Education awarded Bid 17-18-17F, Interactive Flat Panel Displays and Accessories to CDW-G.

FISCAL IMPACT

To be determined, contingent upon site/department orders.

I, Wayne M. Joseph, Superintendent of the Chino Valley Unified School District, hereby certify that the foregoing is a true and correct copy of a resolution duly made, adopted and entered on the Board minutes of the Board of Education of the Chino Valley Unified School District on this 3rd day of May 2018.



Secretary, Board of Education

BID FORM

TO: Governing Board of Chino Valley Unified School District

FROM: CDW Government LLC

Proper Name of Bidder

The undersigned declares that the Bid Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agree to furnish and deliver such equipment, materials, supplies, and/or services, at the unit prices herein stated and in accordance with the attached specifications, Terms & Conditions and the Agreement Document for:

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

Item	Manuf.	Part No.	Description	Unit Cost
2. 1		✓	Viewsonic Advanced 75" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP7550)	*Please see detailed Pricing on next page
3. 2		✓	Viewsonic Advanced 65" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP6550)	*Please see detailed Pricing on next page
4. 3		✓	Viewsonic all-in-one 55" free-standing digital ePoster Kiosk (Mfg. EP5520)	*Please see detailed Pricing on next page
4		✓	Viewsonic Windows Slot in PC ViewBoard (Mfg. VPC14-WP)	*Please see detailed Pricing on next page
5		✓	Viewsonic 70" Full HD Commercial LED Interactive Flat Panel Display (Mfg. CDE7061T)	*Please see detailed Pricing on next page
6			Viewsonic Mobile Trolley Cart for Commercial Display w/tray & mount. (Mfg. VB-STND-001)	*Please see detailed Pricing on next page
7			Viewsonic Display Stand (Mfg. LB-STND-003)	*Please see detailed Pricing on next page
8			Installation Services – building carts and installing panels.	*Please see detailed Pricing on next page
9			Viewsonic 22" LED Monitor (Mfg. VX2252MH)	*Please see detailed Pricing on next page
10			ViewSonic Wall Mount (Mfg. WMK-047-2)	*Please see detailed Pricing on next page

Warranty: 5 Year Warranty on all interactive flat panels

Lead Time: 2 - 3 Weeks ARO Payment Terms Net 30
 (Minimum is Net 30)

Chino Valley Unified School District 17-18-15F Interactive Flat Panel Displays and Accessories

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

Item	Manuf.	Part No.	Description	Unit
1.	Viewsonic	IFP8650	Viewsonic Advanced 85" Ultra HD ViewBoard Interactive Flat Panel	\$ 6,475.00
2.	Viewsonic	IFP7550	Viewsonic Advanced 75" Ultra HD ViewBoard Interactive Flat Panel	\$ 2,915.00
3.	Viewsonic	IFP6550	Viewsonic Advanced 65" Ultra HD ViewBoard Interactive Flat Panel	\$ 2,079.00
4.	Viewsonic	EP5520	Viewsonic all-in-one 55" free-standing digital ePoster Kiosk	\$ 1,559.00
5.	Viewsonic	VPC14-WP-2	Viewsonic Windows Slot in PC ViewBoard replaces VPC14-WP	\$ 745.00
6.	Viewsonic	CDE7061T	Viewsonic 70" Full HD Commercial LED Interactive Flat Panel Display	\$ 2,599.00
7.	Viewsonic	LB-STND-005-3	Viewsonic Mobile Trolley Cart for Commercial Display w/tray & mount.	\$ 1,349.00
8.	Viewsonic	VB-STND-001	Viewsonic Display Stand (Mfg. LB-STND-003) Discontinued/Replaced with VB-STND-001	\$ 319.00
9.	Viewsonic	VX2252MH	Viewsonic 22" LED Monitor (Mfg. VX2252MH)	\$ 109.50
10.	Viewsonic	WMK-047-2	ViewSonic Wall Mount (Mfg. WMK-047-2)	Free
11.	Viewsonic	VPC10-WP-2	ViewSonic VPC10-WP-2 - digital AV player Replaces VPC10-WP-2	\$ 636.00
12.	Viewsonic	SW-043	ViewSonic Mirroring360	\$ 17.69
13.	Viewsonic	CDE6502	ViewSonic CDE6502 65" Class	\$ 1,409.00
14.	Viewsonic	CDE7500	ViewSonic CDE7500 75" LED display	\$ 2,615.00
15.	Viewsonic	CDE5502	ViewSonic CDE5502 55" Class LED display	\$ 849.00
16.	CDW Services		Installation Services – building carts and installing panels. 5 or more Units	\$ 235.00
17.	CDW Services		Installation Services – building carts and installing panels. Less than 5 units	\$ 295.00
18.	CDW Services		Installation Services – Wall instalations 5 or more Units	\$ 295.00
19.	CDW Services		Installation Services – Wall instalations Less than 5 units	\$ 375.00
20.	Viewsonic	CD-EW-65-02	65" LFD and Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	Free
21.	Viewsonic	CD-EW-70-02	70"-75"LFD and Interactive Display Board Extended On-Site Repair Warranty for 4th and 5th Year	Free
22.	Viewsonic	CD-EW-84-02	84"-86" Interactive Display Board Extended On-Site Repair Warranty for 4th and 5th Year	Free
23.	Viewsonic		Professional Training Included*** See Notes	Free
			Line 23- Professional Training Included (free) <ul style="list-style-type: none"> • Professional training to CVUSD will be provided by ViewSonic directly - via the winning reseller in the below • Onsite training for the teachers and CVUSD tech trainer staff that will be directly using the display to train CVUSD teachers • Scheduled live video training sessions for CVUSD by ViewSonic • On Demand training videos – created for CVUSD by ViewSonic • Onsite training for the technical support teams for CVUSD at CVUSD district office or site as needed • Onsite Advanced training for CVUSD training staff to continue to train teachers • Onsite General sessions at school site with CVUSD tech trainers • Create training program to be designed with CVUSD and ViewSonic prior to general training • Create teacher incentive program with CVUSD to help foster usage and sharing of ideas i.e Google drive 	

Receipt and acceptance of the following addenda is hereby acknowledged:

No.	<u>1</u>	Dated	<u>03/07/2018</u>
No.	_____	Dated	_____
No.	_____	Dated	_____
No.	_____	Dated	_____

Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this Bid Form, are true and correct and are made under penalty of perjury:

Authorized Signature 

Printed Name Matt Flood

Bidder Company Name CDW Government LLC

Company Address 230 N. Milwaukee Ave.

City / State / Zip Vernon Hills, IL 60061

Phone (866) 684-4533

Fax (312) 705-7608

Email jasoabd@cdwg.com

Bidder Checklist

To Be Submitted with Bid

- Bid Form – completed with original authorized signature
- NonCollusion Declaration

To Be Submitted by Awarded Contractor

- Agreement
- Certificates of Insurance
- Contractor’s Certificate Regarding Workers’ Compensation
- W-9



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: (847) 465-6000
Fax: (847) 419-6200
Toll-free: (800) 808-4239

CDWG.com

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

03/23/2018

Subject: BID #:17-18-17F, Interactive Flat Panel Displays & Accessories

CDW Government LLC (CDW•G), the country's leading IT solutions provider, is pleased to present this response to the Chino Valley Unified School District.

CDW/CDW•G currently employs over 8,700 co-workers across the United States and in Canada. We offer more than 100,000 products from industry leading manufacturers. Our products are housed in two state-of-the-art distribution centers, which are equipped to ensure that the Chino Valley Unified School District gets "the right products, right away." Our strength is in servicing large numbers of customers with multiple orders, while adding valuable services. Here are a few of the reasons our customers return to us time and again:

- Dedicated, trained, professional account managers and field teams, who will respond and consult with your staff, to ensure that your specific needs are being met.
- Around-the-clock access to customized online tools and resources that can be found on our award-winning website, www.cdwg.com.
- Efficiency - receive all orders in a timely fashion. Most of CDW•G's in stock, credit released orders ship the same day the order is placed.

If you have any questions concerning this response, please contact your Sr. Account Manager, Jason Abdalla, via toll free telephone (866) 684-4533 or email jasoabd@cdwg.com.

Thank you,

A handwritten signature in blue ink, appearing to read "MFlood".

Matthew Flood,
Proposals Supervisor
CDW Government LLC

NONCOLLUSION DECLARATION
(To Be Executed by Bidder & Submitted with Bid)

The undersigned declares:

I am the Supervisor (title) of CDW Government LLC (company), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the content thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/23/2018 (date), at Shelton (city), Connecticut (state).

CDW Government LLC

Bidder Name (Person, Firm, Corp)

230 N. Milwaukee Ave.

Address

Vernon Hills, IL 60061

City, State, Zip



Authorized Representative Signature

Matt Flood

Representative's Name

Supervisor, Proposals

Representative's Title



BID #:17-18-17F

Bid: Interactive Flat Panel Displays &
Accessories

BID OPENING

March 26, 2018 @ 1:00 p.m.

Chino Valley Unified School District

5130 Riverside Drive, Chino, CA 91710



5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • www.chino.k12.ca.us
Student Achievement • Safe Schools • Positive School Climate • Humility • Civility • Service

BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

BIDDER INFORMATION SHEET

If this bid was downloaded from the District website, please email this completed sheet in order to be added to our bidder list.

TO: Anna G Hamilton, Director of Purchasing

EMAIL: anna_hamilton@chino.k12.ca.us

RE: BID # 17-18-17F Interactive Flat Panel Displays and Accessories

Chino Valley Unified School District Bids / Proposals are available on-line. If you download a Bid Proposal, you are requested to email the following information to the above referenced email address so that Purchasing can add your firm to the bidders list in order to receive Addenda to this bid.

Contact:	Title:
Organization:	
Street Address:	
City:	State / Zip:
Work Phone:	Fax:
Contact Email:	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the School Board for Chino Valley Unified School District, County of San Bernardino, State of California hereafter referred to as DISTRICT, is calling for and will receive sealed bids up to but not later than **Monday, March 26, 2018 at 1:00 p.m. local time**, and will be publicly opened and read aloud at the Chino Valley Unified School District, Purchasing Office, located at 5130 Riverside Drive, Bldg. 6, Chino, CA 91710, for the following:

BID # 17-18-17F – Interactive Flat Panel Displays and Accessories

Prospective bidders may contact the Purchasing Department at (909) 628.1202 ext. 1226 or via email at anna_hamilton@chino.k12.ca.us to request a packet.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address or via the District website: <https://www.chino.k12.ca.us/Domain/733>.

The contract will be awarded to the lowest responsive, responsible bidder meeting specifications. The Chino Valley Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code §20117.

Respectfully,
Anna G Hamilton, Director of Purchasing

Published 3/10 & 3/17/2018

Contents

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BID FORM 15

CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION 17

AGREEMENT 18

SCOPE / DETAILED SPECIFICATIONS

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

Purchase of Interactive Flat Panel Displays and Accessories.

Description
Viewsonic Advanced 75" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP7550)
Viewsonic Advanced 65" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP6550)
Viewsonic all-in-one 55" free-standing digital ePoster Kiosk (Mfg. EP5520)
Viewsonic Windows Slot in PC ViewBoard (Mfg. VPC14-WP)
Viewsonic 70" Full HD Commercial LED Interactive Flat Panel Display (Mfg. CDE7061T)
Viewsonic Mobile Trolley Cart for Commercial Display w/tray & mount. (Mfg. VB-STND-001)
Viewsonic Display Stand (Mfg. LB-STND-003)
Installation Services – building carts and installing panels.
Viewsonic 22" LED Monitor (Mfg. VX2252MH)
ViewSonic Wall Mount (Mfg. WMK-047-2)

INFORMATION TO BIDDERS

1. Preparation of Bid Form - The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than **1:00 p.m. on the 26th day of March 2018**. Bids shall be received in the Chino Valley Unified School District's Purchasing Department, 5130 Riverside Drive, Bldg 6, Chino, CA 91710. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes. Sealed bids should contain the following information on the outside of the envelope; the name of the bidder, bidder address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder ensure that their bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Securing Documents: Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

Anna G Hamilton, Director of Purchasing
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

3. PROPOSALS: Bids to receive consideration shall be made in accordance with the following instructions:

- a. Bids shall be made upon the form therefore obtained at the office of the Director of Purchasing properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
- b. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- c. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
- d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
- e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic

modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

- f. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
- g. The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration.
- h. All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
- i. The make or brand and grade of the article on which bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the District.
- j. No bid shall include California sales or use tax, or Federal excise tax.
- k. All bids on items shall be F.O.B. school district.
- l. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- m. When requested, bidders shall submit properly marked samples of each such article, on which bid is made to: Chino Valley Unified School District. Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package.
- n. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidder's expense.
- o. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

4. Bid Security No Bid Bond is required

5. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the contract.

6. Withdrawal of Bids Prior to Opening: Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

- 7. Withdrawal of Bids After Opening:** No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.
- 8. Opening of Bids:** Bids will be opened and publicly read aloud at the time and place scheduled in the NOTICE TO BIDDERS. Bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder, and date and hour of the opening. **IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID IS RECEIVED IN PROPER TIME.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- 9. Award or Rejection of Bids:** The District reserves the right to award the contract as a lot or on an individual lot basis to the lowest responsible bidder best meeting specifications and bid requirements, with past performance and other options set forth in the bid documents taken into consideration. The District shall take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts. The Governing Board of the District, however, reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid meeting all the criteria specified in the bid.
- 10. Equal Bids:** When bids are equal, they shall be awarded by a drawing of lots.
- 11. Interpretation of Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, he may submit to the Director of Purchasing of the District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Director of Purchasing and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.
- 12. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**
- 13. Liquidated Damages:** The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase

is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

14. Demonstrations: It is the responsibility of the bidder to bid items comparable in quality to the brands specified. If the District considers a need, bidder shall be required to arrange demonstrations of item or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.

15. District Inspection: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the bidder shall immediately remedy such defect in a manner satisfactory to the District.

16. Restricted Bid: Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified bidders for this contract.

17. Equal Employment Opportunity: In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Bidder must sign the AFFIRMATIVE POLICY which must be attached and become a part of the bid. **See Attachment A.**

18. Hold-Harmless Clause: Bidder shall indemnify and hold Chino Valley Unified School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this quotation.

19. Public Liability & Property Insurance: Successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder will be required to furnish certificates of insurance prior to start of work.

Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than . . . \$1,000,000/\$1,000,000 Aggregate.

Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than . . . \$1,000,000 Aggregate.

Insurance certificate must name Chino Valley Unified School District as additional insured.

Certificate to be submitted by successful bidder prior to start of work.

20. Agreement: The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The original term of this agreement will be for twelve (12) months starting **April 23, 2018 through April 22, 2019.**

21. Pricing – Term of Contract

Minimum contract term is one (1) year. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be negotiated but may never exceed five percent (5%). In the event of a general price decrease the District reserves the right to revoke the bid unless the decrease is passed on to the District.

22. Assignment of Contract: The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

23. Tobacco-Free District: The Chino Valley Unified School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. (Board Policy 3513.3)

24. IRS Requirements: The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.

- a. The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.
- b. The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

25. Piggyback Clause

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Chino Valley Unified School District waives its right to require such other districts and offices to draw warrants in the favor of the District as provided in said code sections.

TERMS AND CONDITIONS

1. **MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.
2. **PAYMENTS.** By the fifth day of each month, contractor shall submit an itemized invoice in duplicate of materials delivered through the previous month. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt.
3. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
4. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.
 - a. The estimated cost of a proposed change shall be established in one or more of the following methods:
 - i. By an acceptable lump sum proposal from the Contractor.
 - ii. By unit prices agreed upon by the District and the Contractor.
5. No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent obtained.
6. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

7. **SAVE HARMLESS CLAUSE:** The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
8. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall immediately remedy such defect in a manner satisfactory to the District.
9. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost of removal without expense to the District and shall be replaced by satisfactory items.
10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
11. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
12. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
13. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.
14. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or

services covered under this Contract. All operations and materials shall be in accordance with the law.

NONCOLLUSION DECLARATION
(To Be Executed by Bidder & Submitted with Bid)

The undersigned declares:

I am the _____(title) of _____(company), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the content thereof, or divulged information or data relative thereto, to any corporation partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date), at _____(city), _____(state).

Bidder Name (Person, Firm, Corp)

Authorized Representative Signature

Address

Representative's Name

City, State, Zip

Representative's Title

BID FORM

TO: Governing Board of Chino Valley Unified School District

FROM: _____
Proper Name of Bidder

The undersigned declares that the Bid Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agree to furnish and deliver such equipment, materials, supplies, and/or services, at the unit prices herein stated and in accordance with the attached specifications, Terms & Conditions and the Agreement Document for:

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

Item	Manuf.	Part No.	Description	Unit Cost
2.			Viewsonic Advanced 75" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP7550)	
3.			Viewsonic Advanced 65" Ultra HD ViewBoard Interactive Flat Panel (Mfg. IFP6550)	
4.			Viewsonic all-in-one 55" free-standing digital ePoster Kiosk (Mfg. EP5520)	
			Viewsonic Windows Slot in PC ViewBoard (Mfg. VPC14-WP)	
			Viewsonic 70" Full HD Commercial LED Interactive Flat Panel Display (Mfg. CDE7061T)	
			Viewsonic Mobile Trolley Cart for Commercial Display w/tray & mount. (Mfg. VB-STND-001)	
			Viewsonic Display Stand (Mfg. LB-STND-003)	
			Installation Services – building carts and installing panels.	
			Viewsonic 22" LED Monitor (Mfg. VX2252MH)	
			ViewSonic Wall Mount (Mfg. WMK-047-2)	

Warranty: _____

Lead Time: _____ Payment Terms _____
 (Minimum is Net 30)



5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • www.chino.k12.ca.us
Student Achievement • Safe Schools • Positive School Climate • Humility • Civility • Service

BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

ADDENDUM NO. 1

RFP Number 17-18-17F

Interactive Flat Panel Displays & Accessories

Date: March 7, 2018

The following changes shall be incorporated into the bidding documents.

Acknowledge receipt of this addendum on the space provided on the Proposal Form.

ADDENDUM ITEMS:

INFORMATION TO BIDDERS: ADD 21 Pricing-Term of Contract & 25. Piggyback Clause

21. Pricing – Term of Contract

Minimum contract term is one (1) year. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be negotiated but may never exceed five percent (5%). In the event of a general price decrease the District reserves the right to revoke the bid unless the decrease is passed on to the District.

25. Piggyback Clause

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Chino Valley Unified School District waives its right to require such other districts and offices to draw warrants in the favor of the District as provided in said code sections.

In order to meet legal requirements, when there are changes to the proposal documents to be submitted, the documents will be prepared and posted on the website and emailed when they are completed.

If you have any questions pertaining to this addendum, please do not hesitate to call Anna G Hamilton, Director of Purchasing at (909) 628.1202 Ext. 1226 or via email at anna_hamilton@chino.k12.ca.us.

Receipt and acceptance of the following addenda is hereby acknowledged:

No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this Bid Form, are true and correct and are made under penalty of perjury:

Authorized Signature _____

Printed Name _____

Bidder Company Name _____

Company Address _____

City / State / Zip _____

Phone _____

Fax _____

Email _____

Bidder Checklist

To Be Submitted with Bid

- Bid Form – completed with original authorized signature
- NonCollusion Declaration

To Be Submitted by Awarded Contractor

- Agreement
- Certificates of Insurance
- Contractor’s Certificate Regarding Workers’ Compensation
- W-9

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of provisions of Section 3700 of the Labor Code which require every employer to be insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____

Contractor

Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

AGREEMENT

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

THIS AGREEMENT made this <DATE> day of <MONTH>, 2018, in the County of San Bernardino, State of California, by and between the Chino Valley Unified School District, here in after called DISTRICT, and _____, hereinafter called <CONTRACTOR / VENDOR>.

WITNESSETH that the District and the <CONTRACTOR / VENDOR> for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK. The <CONTRACTOR / VENDOR> shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

BID # 17-18-17F Interactive Flat Panel Displays and Accessories

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 – TIME FOR COMPLETION

- (a) The contract shall commence on: <START DATE>
- (b) And shall be completed by: <END DATE>

The District shall have the option to renew the contract on an annual basis up to (#) additional years providing all bid conditions have been met to the satisfaction of the District with an allowance for cost increase not to exceed five percent (5%) markup per awarded bid item per year.

ARTICLE 3 – CONTRACT PRICE. The District shall pay to the <CONTRACTOR / VENDOR> as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum as stated on the itemized bid form.

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Addenda
- Agreement
- Bid Form
- Certificate Regarding Workers’ Compensation
- General Conditions & Special Conditions
- Information to Bidders
- Non-Collusion Declaration
- Notice Calling for Bids
- Statement Regarding Maintaining a Drug Free Workplace

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

CONTRACTOR NAME: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Business License No. _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Contract Year 1

Start Date – End Date

Board Approval Date: _____

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of San Bernardino

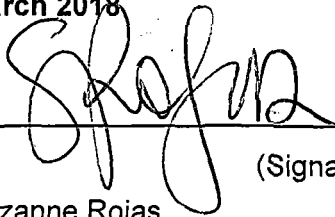
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the publisher of the CHINO CHAMPION, a newspaper of general circulation, printed and published weekly in the City of Chino, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of August 5, 1952, Case Number 73453; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

March 10, 17, all in the year 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Chino, California, this 17th day of

March 2018



(Signature)

Suzanne Rojas

Champion

Serving the Chino Valley and Chino Hills

9th & D Streets • P.O. Box 607
Chino, California 91708
Phone: (909) 628-5501

Adjudicated August 5, 1952
Case No. 73453

This space is for the County Clerk's Filing Stamp

CHINO VALLEY UNIFIED SCHOOL DISTRICT

NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the School Board for Chino Valley Unified School District, County of San Bernardino, State of California hereafter referred to as DISTRICT, is calling for and will receive sealed bids up to but not later than **Monday, March 26, 2018 at 1:00 p.m. local time**, and will be publicly opened and read aloud at the Chino Valley Unified School District, Purchasing Office, located at 5130 Riverside Drive, Bldg. 6, Chino, CA 91710, for the following:

BID # 17-18-17F - Interactive Flat Panel Displays and Accessories

Prospective bidders may contact the Purchasing Department at (909) 628.1202 ext. 1226 or via email at anna_hamilton@chino.k12.ca.us to request a packet.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address or via the District website: <https://www.chino.k12.ca.us/Domain/733>.

The contract will be awarded to the lowest responsive, responsible bidder meeting specifications. The Chino Valley Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code §20117.

Respectfully,
Anna G. Hamilton, Director of Purchasing
3/10, 3/17/18

CNS-3107584#
Publish: Mar. 10, 17, 2018 179-18





Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Agreement with SchoolsFirst Plan Administration, LLC**
DATE: June 24, 2019

Background:

SchoolsFirst Plan Administration, LLC serves as the 403(b) plan administrator of Fountain Valley School District. In 2007, the Internal Revenue Service (IRS) published 403(b) plans have a written plan document in place by December 31, 2009. However, as of December 31, 2009, there was not an IRS 403(b) pre-approved plan document program. In April 2019, SchoolsFirst Plan Administration has been informed that the IRS has approved documents previously submitted by plan document providers for pre-approved status. Employers sponsoring a 403(b) plan must sign new adoption agreements to get their 403(b) plans under the governances of one of the IRS pre-approved documents and ensure that their plan document complies with regulations. As a result, SchoolsFirst Plan Administration is requiring Fountain Valley School District to sign new 403(b) adoption agreements that will adopt an IRS pre-approved 403(b) plan document that complies with regulations.

Recommendation:

It is recommended that the Board of Trustees approves this agreement between Fountain Valley School District and SchoolsFirst Plan Administration, LLC, with a plan document program compliant with IRS regulations.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
 FROM: Jerry Gargus, Director, Educational Services
 SUBJECT: **EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**
 DATE: June 27, 2019

Background:

Each year, a wide range of technology solutions are implemented to support instruction, data collection, and data management in Fountain Valley School District. These technologies include back-end solutions such as our student information system (Aeries), achievement data management system (Illuminate), Web-site hosting (Edlio) and various parent communication systems (School Loop, Blackboard, and Document Tracking Services, and Report Card Maker). Other technologies provide support for classroom instruction (Renaissance Learning and Edulastic). A description of each of these technology solutions, as well as the terms and renewal costs is provided below:

Vendor	Description	Term	Cost
Aeries Software	Student Information System with components that support online student registration, student achievement reporting, and longitudinal student record keeping	1-Year	\$27,160.40
Illuminate Education	Data management system used for collection and analysis of student achievement data including CAASPP, F&P, SRI, and grade reporting for our grades 2-5	1-Year	\$29,155.50
Edlio, LLC	Website Content Management System and web hosting service for FVSD main website and each school's website	1-Year	\$10,800.00

Vendor	Description	Term	Cost
School Loop, Inc.	Online academic progress reporting system used primarily in upper grades to provide real-time updates of student achievement and assignment completion status	1-Year	\$18,738.72
Blackboard, Inc.	Web-based communication system used for messaging parents about regularly-scheduled FVSD and school site activities	1-year	\$9,639.95
Document Tracking Services	Online service providing templates used to create and upload School Plans for Student Achievement and Comprehensive School Safety Plan documents	1-year	\$2,750.00
Clearvision Technologies	Software system (Report Card Maker) used to create report cards for our primary grade levels (TK-2)	1-year	\$2,625.00
Renaissance Learning	Online software system used by Tamura, Oak, Newland, and Masuda to track reading activities (book completion and reading comprehension) for students	1-year	\$19,933.29
Edulastic (Snapwiz, Inc.)	Online student assessment technology used by teachers in grades 6-8 to create and administer customized formative assessments across core subject areas	1-year	\$9,600.00
Reading Inventory (HMH)	Online student reading assessment system utilized in grades 5-8 to assess Lexile reading level	3-year	\$16,150.00

Fiscal Impact:

Expenditures outlined above totaling \$146,552.86 represent the costs associated with continuing to use software and/or services that are currently utilized by schools across FVSD. The cost of these programs/services are built into the proposed 2019-20 Local Control Accountability Plan.

Recommendation:

It is recommended that the Board of Trustees approves annual agreements for the 2019-20 school year.



PLEASE REMIT TO:
Aeries Software
 770 The City Dr. S.
 Suite 6500
 Orange, CA 92868

Renewal Notification RN-6756
DATE 05/01/2019
TERMS
P.O. NO. ..

BILL TO Fountain Valley Elementary School District
 10055 Slater Avenue
 Attn: Accounts Payable
 Fountain Valley, CA 92708

This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at conniec@aeries.com or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
6328	Software License/Support Subscription	3.30	07/01/2019	06/30/2020	\$20,882.40
6328	Aeries Online Enrollment	1.00	07/01/2019	06/30/2020	\$6,328.00
1	Credit - over-payment of CONF-18690	-50.00			\$-50.00
SUBTOTAL					27,160.40
TOTAL					27,160.40
AMOUNT RECEIVED					\$
AMOUNT DUE					\$



Client Order

Q-32677

Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 4/17/2019
Valid Through: 5/17/2019

Prepared By: Justin Garcia

Start Date: 7/1/2019
End Date: 6/30/2022
Quote Term: 36

Customer: Fountain Valley School District
Address: 10055 Slater Avenue
Fountain Valley, California 92708

Contact: Jerry Gargus
Phone: 714-843-3200
Number of Schools: 11

Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,479	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
6,479	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.50	\$29,155.50
Year 1 TOTAL:				\$29,155.50

Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,479	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
6,479	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.63	\$29,997.77
Year 2 TOTAL:				\$29,997.77

Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,479	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
6,479	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.77	\$30,904.83
Year 3 TOTAL:				\$30,904.83

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("**Termination**"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

Edlio LLC, 12910 Culver Blvd Suite i, Los Angeles, CA 90066
General Queries: T: (310) 204-7300 E: info@edlio.com
Accounting Queries: T: (877) 287-9871 E: accounting@edlio.com



Invoice

To:
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Please Remit Payment To:
Edlio LLC.
12910 Culver Blvd, Suite i
Los Angeles, CA 90066

Invoice Date	4/16/2019
Invoice #	18337

Website Content Management System
7/01/2019 - 6/30/2020 \$10,800.00

Sponsorships \$0.00

Balance Due: \$10,800.00

*Non-Refundable



Edlio LLC
12910 Culver Blvd. Suite i
Los Angeles, CA 90066

Proposal

Quote Date 5/24/2019 Quote Number 00013200
Expiration Date 5/31/2019

Prepared For:

Account Name Fountain Valley School District
Billing Address 10055 Slater Avenue
Fountain Valley, California 92708
United States

Prepared By:

Prepared By Sevana Moses
Phone (424) 306-3617
Email sevana@edlio.com

Product	Discount	Total Price
Responsive Recode (One-time Fee)	100.00%	USD 0.00
	Grand Total	USD 0.00
		Grand Total due upon receipt of invoice
	Annual Fees	USD 0.00
	Setup Fees	USD 0.00

No of Websites 11

Additional Notes Free Recode for entire district

Number of Websites Included
11

Websites Included:
Fountain Valley School District
Courreges Elementary School
Cox Elementary School
Fulton Middle School
Gisler Elementary School
Masuda Middle School
Newland Elementary School
Oka Elementary School
Plavan Elementary School
Talbert Middle School

Tamura Elementary School

Fees:

\$0 for Recode

Terms and Conditions

SETUP:

Included in the Setup fee is:

- Website Design: Three solutions offered (selection is designated in Products & Services above) are:
 - Custom Design Solution - Custom design created just for your organization. We provide a single design concept with up to three rounds of revisions based on your feedback (additional changes beyond the three rounds of revisions will incur an hourly design fee). Estimated project duration discussed is dependent on prompt replies to Edlio requests. Project begins when Edlio receives your completed questionnaire and logo file. Project ends with delivery of your admin and test websites, complete with migrated content (according to the sitemap provided).
 - Spike's Gallery Solution - Choose from designs in Spike's Gallery. Pick your top three designs and receive the top choice available. Selected design is updated with your organization's name, logo, colors, quick links, navigation and social media links (no revisions are made beyond these elements). Final design approval is made by you. Once you select a design, it is removed from Spike's Gallery. Estimated project duration discussed is dependent on prompt replies to Edlio requests. Project begins when Edlio receives your design selection, completed questionnaire, and logo file. Project ends with delivery of your admin and test websites, complete with migrated content (according to the sitemap provided).
 - Spike's Sketches Solution - Choose a design from Spike's Sketches. We will update the design with your logo and change the colors, fonts, and main menu items only, all collected over email (no dedicated project manager with this option.) No further revisions beyond these design elements. Estimated project duration discussed is dependent on prompt replies to Edlio requests. Project begins when Edlio receives your design selection, completed questionnaire and logo file. Project ends with delivery of your admin and public websites, ready for your content to be added.
- A dedicated project manager (PM) guides the website setup, design and launch. (For Spike's Gallery and Custom Design Solutions only. Not included with Spike's Sketches.)
- Content migration, according to the following rules (Included with Spike's Gallery and Custom Design Solutions. Not included with Spike's Sketches unless you opted to purchase the Content Migration add-on.):
 - Edlio provides an initial migration from client's old site(s) to the new one(s). Any further adjustments to client's content once it has been pulled over to the Edlio CMS is the client's responsibility.
 - Clients must provide a site map with links to pages they wish pulled. Items without urls will be set up as blank pages.
 - The organizational structure of content on your new Edlio website will be different from your existing CMS. Managing content in the Edlio CMS will be covered in your initial training.
 - Edlio will not rename files, reorder lists or reformat/edit text.
 - Items we will pull: static content (identity/history items, department pages, policies; dated publications like newsletters, strategic plans; board agendas & minutes; links (unless they are dead); photos (includes photo albums going back to 2012, if they are of reasonable size & easily downloadable, otherwise PM may request zip files to upload); and videos (if easily downloadable, otherwise PM may request individual files to upload)
 - Note about images: "Reasonable size" means wallet size or larger, not a thumbnail - this would exclude anything 250x250 pixels or smaller. Clipart and gifs are also excluded.
 - Items we will not pull: teacher pages; blogs; class pages; calendar items; current or archived news items; forms; and ancillary websites (i.e. booster club, PTA)
 - Edlio may recommend 3rd party services for file backup/site scraping (i.e. <http://webscraper.io/>) Client should be aware that Edlio is not responsible for any data loss during the transition period.
 - Note for DWS child accounts: we will pull up to 20 pages for each child account website. Additional pages may be requested for an additional fee. Client will provide a list of up to 20 pages for each child website by the date designated by the Project Manager.
- Training: Initial Edlio CMS training for administrators, teachers and staff (2-2.5 hour web conference training) is included.
- Domain name registration and renewal is included.
- Auto Launch: Upon delivery of contractual obligations with respect to the project, Edlio will launch the site on a new or existing domain. If the current domain remains in control of the customer, Edlio will purchase a new domain to launch the site/s. We will also assist in redirecting all existing domains at the request of the customer. Once sites are ready for launch, Edlio will make reasonable attempts to notify the customer of impending launch. Customers should notify their project manager immediately if launch should not take place. However, if no response is received by the project manager within 1 day, Edlio will move forward with launching site/s on the Edlio-purchased domain.

HOSTING:

- Cloud-based, fully-supervised, secure website hosting is included with Edlio CMS.

TECHNICAL SUPPORT:

- We offer ongoing, unlimited technical support to all staff members in your organization.

- NOTE: Online and phone Technical Support will not be available until the site(s) are launched.

ADD-ONS:

- If Forms with E-commerce is selected, a Stripe account will be required. Transaction fees apply.

Agreement

By signing below, I acknowledge that this is an annual subscription and my organization is liable for payment for the full contract length specified above. If my organization received a discount and cancels before the end of the contract, we are liable for the non-discounted amount for the remainder of the full contract length. This includes any discounted setup fees. If my organization opted for a prorated term, I understand that we are also liable for that prorated amount.

I understand that we are liable for the first year's payment and one-time fees upon receipt of invoice. Annual invoices will be sent out up to 90 days before the anniversary date to allow sufficient time for your organization to submit payment no later than the 1st day of the annual subscription period.

I understand and agree to the terms laid out above.

Signature: _____

Name: _____

Date: _____



Quote

Prepared Date 6/4/2019
Quote# 7641

Quote Expires 6/30/2019
Billing Schedule *100% Upon Signature
Payment Terms Net 30
Term Start Date 7/1/2019
Term End Date 6/30/2020

Service Provider:
School Loop Inc
401 Congress Avenue, Suite 2650
Austin TX 78701
United States

Customer
Fountain Valley School District

Bill To
Fountain Valley School District
10055 Slater Ave
Fountain Valley California 92708
United States

End User
Fountain Valley School District

Ship To
54868 Fountain Valley School District
10055 Slater Ave
Fountain Valley California 92708
United States

Item	Qty	Item Description: Software/License Unit/Environment/Subscription Plan
SLS2.0 - Site License (Plus Bundle) - Standard	11	SLS2 - Site License (Plus Bundle)
SL Plus Gradebook - Secondary (GB) - Standard	2,366	SL Plus Gradebook - Secondary (GB)

Total Fees Due \$18,738.72

Special Terms

This Quote is governed by the terms and conditions located at <https://www.schoolloop.com/legal> (the "Master Agreement").

The parties agree as follows:

- Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term.
- The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
- SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM SHALL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
- At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Affiliates, regardless of the theory of recovery.





Quote

Prepared Date
Quote#

6/4/2019
7641

- 5. The Customer will pay all the import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- 6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.

For Customer:	For Service Provider:
CUSTOMER SIGNATURE	SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

- YES
- NO, Indicate the complete address:

Is the ship to address above correct or not?

- YES
- NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:





Blackboard Inc.
 3815 River Crossing Parkway, Suite
 200
 Indianapolis, IN 46240 USA
 Phone: +1 202.463.4860
 Fax: +1.312.236.7251
 Email: operations@blackboard.com
 Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Fountain Valley School District
 10055 Slater Avenue
 Fountain Valley, CA 92708
 USA

Date: 06/03/2019
Customer No: 316138
Document No: CSF000285077

Customer Primary Contact: Patricia Minnesang

RENEWAL PRODUCTS AND SERVICES:

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
6363	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2019	06/30/2020	9,639.95

Renewal Amount (USD) 9,639.95

RENEWAL CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next renewal period starts on **07/01/2019**. Per the terms of your contract, this license may be automatically renewed 30 days prior to this renewal period start date.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please complete the following to ensure accurate billing:

1. Billing information is accurate: _____ *(please initial or note corrections)*
2. Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ *(please initial)*
3. Please send this completed renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by **06/21/2019**:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA



LICENSING AGREEMENT

This Agreement effective **July 1, 2019**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$2,750**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: May 20, 2019

Licensee

By: _____

Date: _____

Fountain Valley Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2019 School Accountability Report Card, English (CDE Template)
2. 2019 School Accountability Report Card, Spanish (CDE Template)
3. 2019 School Accountability Report Card, Vietnamese (CDE Template)
4. 2019 School Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



May 20, 2019

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

Re: Document Tracking Services

INVOICE #9270809

Pursuant to the licensing agreement between Fountain Valley Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/19 to 6/30/20]:	\$2,750
10 schools and District = 11 sites	
License Agreement includes up to 5 documents, \$250 per site	

Total Balance Due: \$2,750

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Approved Per Payment (Signature)

Name/Role (Printed)

9583 Heartland Place
Rancho Cucamonga, CA 91730
support@clearvisiontech.com
http://www.clearvisiontech.com
909/484-2052

DATE: 4/24/19
INVOICE #: 210799

SOLD TO:
Fountain Valley Unified School District ATTN: Julianne Hoefler and Belinda Burroughs 10055 Slater Ave Fountain Valley, CA 92708

SHIP TO:
Automatic Update www.clearvisiontech.com

P.O.NUMBER	TERMS	REP	SHIP DATE	VIA	F.O.B.
		DFriedman	July 1, 2019	Internet	

# SCHOOLS	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
7	LIC	Report Card Maker Annual License 2019-2020 School Year	\$375	\$2,625.00

Sub Total:	\$2,625.00
Sales Tax:	NA

TOTAL DUE:	\$2,625.00
-------------------	-------------------

Thank you for your order!

Please make checks payable to: **ClearVision Technologies, LLC**

RENAISSANCE®

Quote

2084169

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Fountain Valley School District - 274116

10055 Slater Ave
Fountain Valley, CA 92708-4712
Contact: Danielle Zavala - (714) 843-3200
Email: zavalad@fvsd.us

Reference ID: 359851

Created: 05/15/2019

Quote Summary

School Count: 4

Renaissance Products & Services Total	\$20,457.00
Applied Discounts	\$(523.71)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$19,933.29

This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360 and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

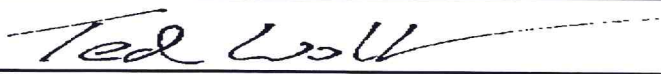
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Fountain Valley School District - 274116
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/15/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

RENAISSANCE[®]

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2084169

Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Anthony Valenti at (800)655-1848, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote

2084169

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote

2084169

Quote Details

Hisamatsu Tamura Elementary School - 307138

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	300	\$7.00	\$(63.00)	\$2,037.00
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Hisamatsu Tamura Elementary School Total				\$(63.00)	\$2,787.00

Masuda Middle School - 274118

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	820	\$7.00	\$(172.20)	\$5,567.80
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	820	\$4.85	\$(119.31)	\$3,857.69
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Masuda Middle School Total				\$(291.51)	\$10,175.49

Oka Elementary School - 273284

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	09/01/2019 - 08/31/2020	240	\$9.90	\$(71.28)	\$2,304.72
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	240	\$4.85	\$(34.92)	\$1,129.08
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2084169

Oka Elementary School Total	\$(106.20)	\$4,183.80
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William T Newland Elementary School - 273270

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	300	\$7.00	\$(63.00)	\$2,037.00
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
William T Newland Elementary School Total				\$(63.00)	\$2,787.00

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Math, Accelerated Reader, Accelerated Reader 360, AccelScan, AccelTest, English in a Flash, MathFacts in a Flash, myON, myON Books, myON Reader, myON News, Renaissance, Renaissance Flow 360, Renaissance Learning, Renaissance Place, Renaissance-U, Renaissance Smart Start, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, and Star Spanish, are trademarks of Renaissance Learning, Inc. All other product and company names should be considered the property of their respective companies and organizations.

EduLastic

A Snapwiz, Inc. platform
39300 Civic Center Drive #220, Fremont, CA 94538

April 22, 2019

Steve McLaughlin
Assistant Superintendent, Curriculum and Instruction
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Dear Dr. McLaughlin,

Thank you for requesting Edulastic Enterprise quotes covering different contract lengths and subjects coverage.

Services: All subjects for 1 year July 1, 2019 until June 30, 2020	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student)	\$9,600
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)	- optional -
Total	\$9,600

Services: All subjects for 3 years July 1, 2019 until June 30, 2022	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student, per year for three years)	\$28,800
Price reduction for a three year term	-\$2,880
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student, per year)	- optional -
Total	\$25,920

Services: 1 subject for 1 year July 1, 2019 until June 30, 2020	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student)	\$9,600
Price reduction for 1 subject only for a one year term	-\$2,400
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)	- optional -
Total	\$7,200


Services: 2 subjects for 1 year July 1, 2019 until June 30, 2020	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student)	\$9,600
Price reduction for 2 subjects only for a one year term	-\$1,200
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)	- optional -
Total	\$8,400

Services: 1 subject for 3 years July 1, 2019 until June 30, 2022	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student account, per year)	\$28,800
Price reduction for a subscription covering 1 subject only	-\$7,200
Price reduction for a 3 year term	-\$2,160
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student account, per year)	- optional -
Total	\$19,440

Services: 2 subjects for 3 years July 1, 2019 until June 30, 2022	Cost
Access to the Edulastic platform for 2,400 student accounts (\$4 per student account, per year)	\$28,800
Price reduction for a subscription covering 2 subjects only	-\$3,600
Price reduction for a 3 year term	-\$2,520
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
Optional Services	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student account, per year)	- optional -
Total	\$22,680

Thank you for your consideration!

Sincerely,



John Kyte
 Edulastic Partnerships
 Snapwiz, Inc.
john.kyte@edulastic.com
 925-750-8181



Houghton Mifflin Harcourt

Proposal
Prepared For
Fountain Valley School Dist

For the Purchase of:
Technical Consultative Support

Prepared By
Kathleen Koch
kathleen.koch@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Jerry Gargus
gargusj@fvsd.us
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hnhco.com

Fountain Valley School Dist Technical Consultative Support

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Technical Services - Yr 1 2019 - 2020</u>						
Technical Services						
3026066	9780545162661 HMH Services Database Migration Remote (Up To 2 Databases)	\$1,000.00	1	\$1,000.00		\$1,000.00
3031524	9781328021021 TechIntegrate Remote, 1 Day (SIS)	\$1,750.00	1	\$1,750.00		\$1,750.00
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
Total for Technical Services				\$6,100.00		
Total for Technical Services - Yr 1 2019 - 2020				\$6,100.00		
<u>Technical Services - Yr 2 2020 - 2021</u>						
Technical Services						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
Total for Technical Services				\$3,350.00		
Total for Technical Services - Yr 2 2020 - 2021				\$3,350.00		
<u>Technical Services - Yr 3 2021- 2022</u>						
Technical Services						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
Total for Technical Services				\$3,350.00		
Total for Technical Services - Yr 3 2021- 2022				\$3,350.00		
<u>Technical Services - Yr 4 2022 - 2023</u>						
Technical Services						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
Total for Technical Services				\$3,350.00		
Total for Technical Services - Yr 4 2022 - 2023				\$3,350.00		

Hosting start and End dates - Aug. 1, 2019 through July 31, 2023

Proposal Summary	
Total Savings:	\$40,200.00
Subtotal Purchase Amount:	\$16,150.00
Shipping & Handling:	\$0.00
Total Cost of Proposal (PO Amount):	\$16,150.00



Houghton Mifflin Harcourt

Attention:
Jerry Gargus
gargusj@fvsd.us
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hnhco.com

**Proposal for
Fountain Valley School Dist
Technical Consultative Support**

Total Cost of Proposal (PO Amount): \$ 16,150.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Fountain Valley School District 10055 Slater Ave Fountain Valley CA 92708-4712	Sold to: Fountain Valley School District 10055 Slater Ave Fountain Valley CA 92708-4712
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/17/2019

Proposal Expiration Date:8/1/2019



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Attention:
 Jerry Gargus
 gargusj@fvsd.us
 HMH Confidential and Proprietary

Intervention Solutions Group
 255 38th St. Suite L
 St. Charles, IL 60174
 FAX: 800-724-4716
 InterventionSolutionsOrders@hnhco.com



HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY
TERMS AND CONDITIONS

These Terms and Conditions (together with any Exhibits, attachments and other referenced or linked documentation, the "Agreement") are made effective as of the date agreed to by Customer (whether by "clicking" to agree, or through another similar mechanism during Customer's purchase or set-up process) ("Effective Date"), by and between Houghton Mifflin Harcourt Publishing Company. ("HMH") having an address at 222 Berkeley Street, Boston, MA 02116, and the customer identified on the purchasing or registration materials or Cover Sheet (the "Customer").

1. Definitions. Capitalized terms shall be defined as set forth below, or elsewhere in this Agreement.

(a) "**Customer**" means the legal entity identified on the purchasing or registration materials or Cover Sheet. For purposes of this Agreement and any licenses or other rights granted herein, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials accepted by HMH in connection with this Agreement ("**Purchase Order**"). Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder.

(b) "**Customer Data**" means student education record data and other user data (including, without limitation, personally identifiable information (as defined in Section 7(b)) that may be accessed, obtained, received, extracted or otherwise used by HMH (or which may be disclosed in any manner to HMH by or on behalf of Customer), in individualized or aggregate form, in connection with Customer's use of the Software and Services, in whole or in part, pursuant to this Agreement, as well as in connection with any services provided by HMH in connection with the Software and Services.

(c) "**Customer Materials**" means any data, information, content and materials provided by Customer to HMH, or submitted or otherwise posted or uploaded to the System (as defined in Section 2(a) below), which are used in connection with the Software or the Services, including, for example, technical information, functional specifications and Customer Data.

(d) "**License Configuration**" means the scope of Customer's license with respect to a particular Software, including, without limitation, whether such license is perpetual or on a subscription basis, the version(s) of the particular components of the Software that have been licensed and the number of seats or the site(s) licensed to access and use each such component of the Software licensed to Customer, subject to the end user license agreement for such Software (the "**End User License Agreement**"). Customer agrees to abide by the End User License Agreement (as may be updated by HMH from time to time), the terms of which are incorporated herein by this reference. The current version of the End User License Agreement is incorporated herein and located at <http://www.hmhc.com/product-support/content/techsupport/sam/manuals/EULAv8.pdf>.

(e) "**Mobile App Agreement**" means an agreement, license or terms of use associated with the use of any HMH-provided mobile device-based application in connection with access to materials, Software and Customer Materials.

(f) "**Named User**" means any individual for whom there is a designated user login account or equivalent permitting such individual to access and use a component of the Software.

(g) "**Services**" means the Hosting Services and/or Product Support Services provided by HMH as ordered by Customer on a Purchase Order, or other technical services that HMH may provide, as further described in and pursuant to the terms of this Agreement.

(h) "**Software**" means those components of the version(s) of the software product(s) subject to the Services hereunder, which have been licensed by Customer from HMH under the Purchase Order and pursuant to the End User License Agreement, in object code form only, and expressly designated by Customer to be subject to the Services hereunder. "Software" as used herein includes any maintenance releases or updates provided to Customer or new versions separately purchased by Customer, and may include the following programs: READ 180 Universal, READ 180 Next Generation, READ 180 Enterprise Edition, System 44 Next Generation, System 44 Enterprise Edition, iRead, MATH 180, English 3D, Reading Counts!, Reading Inventory, Phonics Inventory, Math Inventory, rSkills, FASTT Math Enterprise Edition, FASTT Math Next Generation, Fraction Nation, Do The Math, Common Core Code X.

2. The Services.

(a) **Hosting Services.**

(i) Subject to the terms and conditions of this Agreement, during the Hosting Term (as defined below), HMH shall provide to Customer access to a computer system with the capability of making materials, Software and Customer Materials accessible by Customer and Named Users through an online means set forth by HMH (such system, the "**System**," and all of the foregoing, collectively, the "**Hosting Services**"). HMH may offer Hosting Services with respect to Software licensed on a subscription basis ("**Subscription Services**") or Hosting Services with respect to Software licensed on a perpetual basis. HMH will provide Customer with a number of Named User credentials with respect to each Software equal to (A) if a seat license, the number of seats licensed by Customer under the End User License Agreement and applicable Purchase Order(s) or (B) if a site license, the appropriate number of Named Users for the applicable site.

(ii) The Hosting Services (including, without limitation, the Subscription Services) shall be included in the term "**Services**" as that term is defined and used herein, and are further described on Exhibit A, attached hereto and incorporated herein. The initial term of the Hosting Services (the "**Initial Hosting Term**") shall begin on the Effective Date or other date specified on the applicable Purchase Order and shall continue for the initial Hosting Services term specified on the applicable Purchase Order. Notwithstanding the foregoing, if by the end of the Initial Hosting Term or any renewal term thereof (each a "**Renewal Hosting Term**" and, such end date, the "**End Date**") Customer has not renewed the term of the Hosting Services (the "Hosting Term"), the Hosting Term shall automatically be extended for a sixty (60) day grace period (the "**Grace Period**"). If, by the end of the Grace Period, Customer has not renewed the Hosting Term, the Hosting Term shall terminate as of the end of the Grace Period. If, prior to the end of the Grace Period, Customer renews the Hosting Term, the Hosting Term will be deemed to have been renewed for a Renewal Hosting Term as of the End Date. If Customer's license to Software hosted by HMH on the System terminates for any reason or the Hosting Term expires, Customer shall have no further access to such Software or the data retained therein on the System or to the Hosting Services, as applicable.

(b) **Product Support Services.** During the Hosting Term, HMH shall provide to Customer product support services (the "Product Support Services") as described in the terms provided at (and incorporated herein) <http://www.hmhc.com/product-support/content/techsupport/sam/manuals/prodsupport.pdf> (the "Product Support Terms and Conditions").

3. Grant of Rights.

(a) **HMH Rights Grant.** Subject to the terms of this Agreement, HMH hereby grants Customer a limited, non-exclusive, non-sublicensable and non-transferable (other than among Named Users) right for the number of seats or sites identified on the applicable Purchase Order as within the scope of Customer's license to the Software to use the Services to access the applicable Software through the Hosting Services pursuant to the terms and conditions of this Agreement and any other applicable terms and conditions, restrictions or instructions provided by HMH to Customer. Any rights not expressly granted by HMH in this Agreement are expressly reserved to HMH. For the avoidance of doubt, Software is licensed to Customer pursuant to the terms of the End User License Agreement and the associated Purchase Order. The term of Customer's license to a given Software shall be as set forth in the End User License Agreement and the applicable Purchase Order.

(b) **Customer License Grant.** Customer, for Customer and on behalf and with the authority of all Named Users, hereby grants to HMH a royalty-free, worldwide, perpetual, assignable, sub-licensable license to use, reproduce, modify, store, host on its servers, publish, display, distribute and maintain the Customer Materials and the information and content submitted or otherwise posted or uploaded to the System in connection with the Services and otherwise use such information, content and materials as permitted in this Agreement or as necessary to provide and maintain the System, and to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the operation of the Software or Services. Customer understands and agrees that HMH may be accessing the Customer Materials, including without limitation, Customer Data, in order to provide the Services.

(c) **License Configuration.** Customer shall upgrade its license(s) to the Software to a larger number of licensed seats or sites if the number of individual persons who, or sites that, are accessing and using, or will access and use, a Software or the Services exceeds the number of seats or sites, as applicable, permitted by the then current License Configuration. Customer may elect to license additional Software components or add seats or sites.

4. Additional Services. HMH may also perform certain additional support, technical or professional services, which additional services shall be set forth in writing and which shall be subject to the terms and conditions hereof. Such additional services shall be provided at HMH's then-current rates for such services and may also be subject to additional terms and conditions.

5. Customer Responsibilities. Without limitation of anything else set forth herein, Customer shall be solely responsible for the "**Customer Responsibilities**" set forth in this Section 5, which shall include: (a) the quality and accuracy of all Customer Materials and other information provided to HMH hereunder; (b) procuring and maintaining any necessary hardware, software and infrastructure not limited to network and bandwidth for accessing and using the Services; (c) ensuring that the Services and Software are not used for or in connection with any spidering, "screen scraping," "database scraping," or harvesting of e-mail addresses or other personal information; (d) ensuring that no information or material which constitutes or contains a virus, spyware, or other harmful component, or which contains any embedded links, advertising, chain letters or pyramid schemes of any kind, is uploaded, posted, published, distributed or otherwise transmitted on or through the Services or Software; (e) ensuring that no information, software, products, services or benefits obtained from or through the Software or Services are modified, copied, distributed, transmitted, translated, adapted, displayed, performed, reproduced, published, licensed, used to create derivative works, transferred, or sold; (f) not reverse-engineering, disassembling, or decompiling the Software or Services or otherwise attempting to discover the source code or structural framework of the Services or Software; (g) not renting, leasing, loaning, selling, transferring, publishing, displaying, distributing, disclosing or making the Software or Services available to third parties or using (or permitting the user of) the Software or Services, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Software for the benefit of third parties (other than enrolled students); (h) not removing or altering any proprietary rights notices on the Software or Services; (i) not disclosing, without HMH's prior written approval, the Software or any code, information or materials contained or related to the Software, license keys, analysis or performance information, results of Software performance

benchmarks or documentation to any entity (except to Customer's employees having a need to know for purposes of authorized use hereunder and who are informed in writing of the obligations of this section) or using any of the foregoing other than as expressly authorized hereunder; (j) ensuring that the Software and Services are not used for any purpose that would infringe on any third party rights (in or outside the jurisdiction in which Customer is located), or that is unlawful, objectionable or otherwise prohibited by this Agreement or any applicable law of any relevant jurisdiction; and (k) ensuring that any and all information or content posted or otherwise uploaded to or through the Software or Services by it or its Named Users or other users shall not include anything that actually or potentially violates any applicable law, or infringes or violates the copyright, trade secret, trademark or other intellectual property, privacy or other proprietary right of any third party. Customer is responsible and liable for the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all such information and content and any third party claims regarding same. **Customer shall not provide social security numbers to HMH in connection with the provision of the Services.**

Customer shall take all reasonable security measures to prevent unauthorized access to the System as established and maintained by Customer. Customer shall not sublicense, lease, rent, sell, donate, assign or transfer any part of the Services or Software or the rights granted hereunder or make copies of Services or Software, except as expressly authorized hereunder. Customer is responsible for obtaining and maintaining, at its expense, all necessary hardware, software, modems, Internet connections and other items necessary for Customer and its Named Users to access and use the Services or Software.

Customer agrees to accept all responsibility for all activities that occur under Customer's or Customer's employees' or other Named Users' user name(s) or password(s) (which may be provided to Customer by HMH in connection with the Services or a specific Software program hereunder). Customer agrees not to sell, transfer or assign its account or allow others to use it. Customer agrees to immediately notify HMH of any unauthorized use of any password or account assigned to Customer or any Named User, or any other breach of security or confidentiality thereof, and in such event HMH shall have the right, without limitation of any other rights under this Agreement, at law or in equity, to terminate any such account or this Agreement in its entirety.

Customer acknowledges that Named Users and Customer's employees may have the ability to access some or all of the materials, Software and Customer Materials on mobile devices through applications specifically designed by HMH for distribution to such mobile devices. Customer further acknowledges that prior to accessing such materials, Software or Customer Materials through such an application, Named Users and employees may be required to agree to the terms of a Mobile App Agreement. Customer agrees to accept all responsibility for violations of the terms of such Mobile App Agreements by Named Users and Customer's employees.

HMH shall have no obligation to monitor the content of data or other Customer Materials sourced through or hosted in connection with the Services, but HMH reserves the right to do so and to remove or disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance if any such information or materials relate to Customer. HMH shall have no liability hereunder for any delay or failure to perform any portion of the Services, which arises as a result of the failure of Customer to perform any of Customer's Responsibilities or other obligations of Customer under this Agreement.

6. Payment Terms.

(a) **Fees.** The fees for access to and use of the Software and Services hereunder (collectively, the "Fees") shall be as set forth in the Purchase Order, shall be paid annually and in advance, and will be fixed for the initial term of the license to the Software, the Initial Hosting Term and the Initial Support Term. Fees for the Hosting Services may include, without limitation, an initial setup fee plus an annual (or other periodic) per-license or per-server fee (or other structure of fee offered by HMH), as set forth in the Purchase Order. Fees for Product Support Services may be further addressed in the Product Support Terms and Conditions. Modifications to Fees may be made at the beginning of any renewal Software license term, Renewal Hosting Term or Renewal Support Term and at such times during the term of this Agreement that Customer purchases additional hosted products or Software licenses from HMH as described in Section 6(b). HMH shall provide Customer with prior notice of any increase in fees for Renewal Hosting Terms or Renewal Support Terms. During the term of the Agreement, the Fees are based on Customer's then-current License Configuration. All payments are due within 30 days of receipt of invoice. All rights and licenses granted herein are subject to timely payment of all applicable fees. All prices and payments under this Agreement are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use, value-added and other taxes, customs duties and similar tariffs and fees based on the Services provided hereunder, other than taxes imposed on HMH's net income.

(b) **Changes to License Configuration.** If Customer elects to increase or decrease Customer's License Configuration by, for example, adding or decreasing additional Software components and/or option modules, or adding or decreasing the number of licensed seats or sites, Customer's Fees may increase or decrease accordingly. The increase or decrease in the Fees will be invoiced to Customer and paid in accordance with the terms of the Agreement.

7. Ownership.

(a) **Services.** As between HMH and Customer, HMH is the sole and exclusive owner, and shall retain all right, title and interest in and to the Software and Services, including without limitation all related software, services, specifications, documentation, and technical information; copyrighted and other proprietary content, information and other materials (the "System Content"), of both HMH, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to and all intellectual property rights in the foregoing.

(b) **Customer Materials.** All rights, title and interest in and to the Customer Materials (including, without limitation, any Customer Data and personally identifiable information) are owned and retained by Customer, including, without limitation, all proprietary rights inherent therein or appurtenant thereto, subject to the license granted to HMH pursuant to Section 3(b). As used herein, "personally identifiable information" shall mean any information regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

(c) Customer shall not reproduce the System Content in whole or in part by any means without the express prior written consent of HMH, provided, however, that certain databases or other resources within the Services and Software and System Content may provide the ability to save and print portions thereof for the personal, noncommercial use of the Customer, so long as Customer ensures that all copyright or other proprietary notices embedded within those portions are preserved and unchanged. Customer acknowledges and agrees that all copyrights, trademarks, trade secrets, patents and other intellectual property rights in and to the Services and Software and System Content are and shall remain vested in HMH and its designees. Customer shall not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as otherwise provided herein), create new works from, distribute, perform, display or in any way exploit, any of the Services, Software or System Content in whole or in part.

8. **FERPA; Applicable Laws.** The Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, "FERPA"), as well as other laws, rules and regulations, as each may be amended from time to time (collectively, including FERPA, "Applicable Privacy Laws"), impose obligations and restrictions onto "educational institutions or agencies" and other persons (such as Customer), including, without limitation, with respect to the handling and disclosure of personally identifiable information contained in the educational records of Customer regarding its students and with respect to the online collection of personal information from individuals under the age of thirteen. With respect to Customer Data, Customer hereby: (1) agrees to provide to HMH, or otherwise permit HMH to receive, Customer Data, for HMH's use in accordance with its [Privacy Policy](#), also available at www.hmhco.com, in compliance with Applicable Privacy Laws and any applicable privacy policy; (2) without limiting the generality of the foregoing, represents and warrants that solely Customer is responsible for obtaining, and Customer hereby represents and warrants to HMH that it has obtained, prior to such provision to or receipt by HMH, all necessary rights and permissions to provide the Customer Data to HMH (and for HMH to use such Customer Data) for the purposes of providing the Program and for any other purpose agreed to in writing by the parties from time to time, including, without limitation, HMH's use of Customer Data in accordance with its [Privacy Policy](#), also available at www.hmhco.com; (3) represents that it will fully comply with all applicable laws, rules and regulations, including, without limitation, Applicable Privacy Laws, in connection with its use of the Program; (4) acknowledges and agrees that HMH can rely, is relying and will continue to rely on Customer's full compliance with the applicable obligations imposed by Applicable Privacy Laws; (5) acknowledges and agrees that solely Customer is responsible for responding to any request from a parent or legal guardian of an end user of the Program for access to, or other action with respect to, such end user's personal information; and (6) expressly waives and releases HMH from and against any and all claims, actions, damages and liability arising in connection with Customer's provision of Customer Data to HMH (and any required consents in connection therewith) and HMH's receipt and use of Customer Data on behalf of Customer. To the extent that the document at the links to the Privacy Policy in this Agreement is different from the [Privacy Policy](#) applicable to Program located at www.hmhco.com, the policy at www.hmhco.com shall govern.

9. Warranty.

(a) **Mutual Warranties.** Each party represents and warrants to the other that: (i) it is a duly organized entity, validly existing and in good standing under the laws of the state of its formation; (ii) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; and (iii) it is not subject to any contractual or other legal obligation that would reasonably be expected to interfere in any way with its full performance hereof.

(b) **Customer Warranties.** Customer represents, warrants and agrees that for all Customer Materials provided to HMH hereunder, and for all Named User access to and use of the Services and Software, Customer is solely responsible for obtaining, and Customer hereby represents, warrants and covenants to HMH that (i) it has or will have obtained, prior to any such provision or disclosure, all of the necessary and applicable rights, permissions and consents to provide (and permit Named Users to provide) the Customer Materials to HMH (and for HMH to use such Customer Materials) for the purposes of providing the Services and for any other purpose agreed to in writing by the parties from time to time, including, without limitation, HMH's use of Customer Data in accordance with the HMH Educational Technology Privacy Policy located here: , and (ii) Customer is and will continue to be in compliance in all respects with all Applicable Law.

(c) **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW, STATUTORY OR OTHERWISE. HMH SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, DATA ACCURACY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE, SERVICES, SYSTEM CONTENT, DOCUMENTATION, AND ANY DELIVERABLES PROVIDED BY HMH HEREUNDER. HMH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SYSTEM CONTENT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY THIRD-PARTY CONTENT ACCESSED THROUGH HYPERTEXT LINKS INCLUDED WITHIN THE SYSTEM CONTENT. HMH EXPRESSLY DISCLAIMS ANY ENDORSEMENT OF, RESPONSIBILITY FOR, OR RELATIONSHIP OF ANY KIND WITH ANY THIRD-PARTY SITES OR CONTENT ACCESSIBLE THROUGH SUCH HYPERTEXT LINKS. NO ADVICE BY HMH OR A HMH-AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY HEREUNDER. OTHER THAN AS DESCRIBED IN THIS AGREEMENT, HMH DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE. FURTHER, HMH MAY USE THIRD PARTY SUPPLIERS AND PROVIDERS WHO MAY ASSIST IN THE PROVISION OF SERVICES TO CUSTOMER, AND HMH SHALL NOT BE HELD LIABLE FOR DAMAGES TO CUSTOMER RESULTING FROM ACTIONS OF SUCH THIRD PARTIES.

10. Indemnification.

(a) **Indemnity.** To the extent permitted by law, each party (the "indemnifying party") will defend, indemnify and hold harmless the other party (the "indemnified party"), its affiliates and its and their members, directors, officers, shareholders, employees, contractors and agents from and against any claims, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, associated with any third party claim arising out of or in connection with an alleged breach by the indemnifying party of any obligation, representation or warranty set forth in this Agreement. The indemnified party will promptly notify the indemnifying party in writing of any claim and allow the indemnifying party to control the defense and all related settlement negotiations. The indemnified party will fully cooperate with the indemnifying party, at the indemnifying party's sole cost and expense. Notwithstanding anything to the contrary herein, HMH shall have no obligation to indemnify, defend or hold Customer harmless in the event Customer: (1) fails to comply with its obligations and/or the specification(s) in this Agreement; (2) uses the Software, System Content or the Services in connection with other products and/or services not provided by HMH; (3) modifies the Software, System Content or the Services without the consent of HMH; or (4) uses the Software, System Content or the Services in a manner inconsistent with this Agreement or any other instructions or specifications provided to Customer by or on behalf of HMH. Further, to the extent permitted by law, Customer agrees to defend, indemnify and hold harmless HMH, its officers, directors, employees, agents, consultants, customers, clients and partners, from and against any claims, liabilities, obligations, losses, damages, costs, fees, penalties, fines, charges or other expenses of any kind (including, but not limited to, reasonable attorneys' fees), arising out of or in connection with HMH's receipt of, access to or use of any Customer Materials as contemplated hereunder.

11. Limitation of Liability.

(a) EXCEPT AS SET FORTH HEREIN, NEITHER HMH NOR ITS SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS OR SERVICES, COST OF REPLACEMENT GOODS OR SERVICES, LOSS OF TECHNOLOGY, DATA, CUSTOMER INFORMATION, RIGHTS OR SERVICES, OR INTERRUPTION OR LOSS OF USE OF SERVICE, INFORMATION OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL HMH'S AGGREGATE CUMULATIVE LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SERVICES, SYSTEM CONTENT OR THE SOFTWARE EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM FIRST AROSE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. HMH HEREBY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES BY ITS SUPPLIERS AND ALL LIABILITY BY SUPPLIERS FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM, CONNECTED WITH, OR RELATED TO THE USE OF THE SERVICES, SYSTEM CONTENT OR THE SOFTWARE.

12. Term and Termination.

(a) **Term.** The term shall begin on the Effective Date and shall remain in effect for as long as Services are provided by HMH.

(b) **Termination for Convenience.** Customer may terminate this Agreement at any time during the Term, for any reason or no reason at all, by giving HMH no less than thirty (30) days prior written notice. If Customer elects to terminate early, Customer shall receive a prorated refund of the unused portion of any fees paid in advance for Services that were not provided.

(c) **Termination With Breach.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party of a material breach by the other party of its obligations set forth herein and an opportunity to cure, provided that if Customer terminates this Agreement as a result of HMH's uncurd breach, HMH's sole and exclusive liability and obligation will be to promptly refund any fees actually paid by Customer for any period during which HMH did not perform the Services as provided herein.

(d) **Return of Customer Data.** Upon non-renewal of this Agreement or Services, or termination of this Agreement, upon Customer's written request only, subject to any data retention policies of or requirements imposed onto HMH and subject to any functionality constraints inherent in, or other limitations of, certain Software products, HMH shall return Customer Data maintained by HMH in the Hosting Environment (as such term is defined in Exhibit A hereto). Data may be requested in the form of a CSV export file or a SQL database backup. After ninety (90) days following non-renewal of this Agreement or Services, or termination of this Agreement, HMH shall have no obligation to maintain or return Customer Data to Customer. Customer understands and acknowledges that while HMH performs periodic backups of data for disaster recovery purposes, it does not keep an ongoing archive of the Customer Data. Keeping an ongoing archive of Customer Data is the sole responsibility of Customer.

13. Confidential Information.

(a) **Definition.** "Confidential Information" means information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") that is in written, graphic, or other tangible form and is marked "Confidential" or "Proprietary." HMH's Confidential Information includes the Software, Services, System Content and documentation, including any and all trade secrets therein, as well as this Agreement, and all other information disclosed to Customer in such a way that Customer should reasonably understand that it is confidential, regardless of whether it is marked. Customer's Confidential Information includes Customer Data, regardless of whether it is marked.

(b) **Obligations.** Each party will protect the other party's Confidential Information with at least the same care that it uses to protect its own information of similar importance, but with at least reasonable care. Each party will only use the other's Confidential Information for the purposes of this Agreement, and will only disclose the other's Confidential Information to those of its employees, contractors and subcontractors who need to know it for the purposes of this Agreement, and who have an obligation to protect such Confidential Information. Each party also will return (or destroy, if the other party so requests) the other party's Confidential Information after the other party's request or upon termination of this Agreement.

(c) **Exclusions.** The obligations described in Section 13(b) do not apply to Confidential Information that the Receiving Party can prove: (i) became publicly known through no fault of the Receiving Party; (ii) it obtained from a source that is not prohibited from disclosing it; (iii) it developed without using the Disclosing Party's Confidential Information; or (iv) it possessed before the Effective Date as shown by the Receiving Party's files and records.

(d) **Injunctive Relief.** Notwithstanding any other provision of this Agreement, Customer acknowledges that the unauthorized disclosure of HMH's Confidential Information could cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, HMH shall be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 13.

(e) **Notice of Misuse & Survival.** Customer shall promptly notify HMH in the event Customer becomes aware that Customer, its employees, agents or contractors have violated this Section 13. For the avoidance of doubt, the provisions of this Section 13 shall survive the termination or expiration of this Agreement.

14. Miscellaneous.

(a) **Audit.** Customer agrees to maintain accurate and detailed records of the number of and other information relating to the Named Users licensed to use the Software and Services hereunder. HMH shall have the right to verify the number of Named Users. Customer agrees that HMH shall have the right to audit Customer's records for compliance with this Agreement at any time during Customer's normal business hours upon reasonable notice, during the term. Customer agrees that it shall pay the deficiency, and if any underpaid fees are in excess of five percent (5%) of the total fees due under this Agreement, then Customer shall pay the deficiency and HMH's reasonable costs of conducting the audit.

(b) **Entire Agreement.** This Agreement, together with the Cover Sheet (if any) and any and all Exhibits hereto and documents linked to and incorporated herein by reference, shall constitute the parties' entire agreement with respect to the Services. All Exhibits and linked documentation are incorporated into this Agreement by reference, and all references to "this Agreement" in any Exhibit include all other Exhibits hereto. This Agreement may not be modified by Customer except by written instrument signed by both parties and referring to the particular provisions to be modified. This Agreement may not be modified by a Purchase Order issued by Customer. This Agreement may be modified or updated by HMH. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(c) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of New York, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act are expressly disclaimed. Any suit or other proceeding to enforce or interpret this Agreement shall be brought in, and each party hereby consents to the jurisdiction and venue of, the courts of New York County in the State of New York, United States of America or of any federal court located in such state.

(d) **Notices.** Any official notices under this Agreement shall be in writing and shall be hand delivered or sent by registered mail return receipt requested. If such notice is given to Customer, it shall be sent to the address specified on the Cover Sheet or on Customer's purchasing or registration materials (or such other address as Customer may designate in writing to the other party). For HMH, notices shall be sent to: HMH, 222 Berkeley St. Boston, MA 02116 Attn: EVP & General Counsel.

(e) **Force Majeure.** Neither party shall be in default if its failure to perform any obligation under this Agreement (other than obligations to make payments when due) is caused solely by supervening conditions beyond that party's reasonable control, including without limitation, acts of God, war, terrorism, civil commotion, strikes, labor disputes, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, failure or unavailability of third-party systems or services, or governmental demands or requirements (each of the foregoing, a "Force Majeure").

(f) **Publicity.** No public statement, press release or other announcement relating to this Agreement or the Services or the other party shall be issued by either party hereunder without the prior

written consent of the other party. Notwithstanding the foregoing, HMM may use Customer's name in customer lists.

(g) Non-Solicitation. Customer will not, while HMM is providing Services and for a period of one-year following the completion of any Services provided by HMM hereunder, directly or indirectly solicit any of HMM employees to leave his or her employment with HMM.

(h) Injunctive Relief. Customer acknowledges that the breach or threatened breach of this Agreement could give rise to irreparable injury to HMM which would be inadequately compensated in money damages. Accordingly, HMM may seek a restraining order and/or an injunction prohibiting such breach in addition to any other legal remedies which may be available. Customer agrees that HMM will not be required to post a bond in seeking injunctive relief under this Agreement.

(i) Export Controls. Customer agrees not to directly or indirectly export or re-export the Software except as authorized by the laws and regulations of the United States and any other applicable jurisdiction. Customer will not permit the Software to be accessed and used at any location or by any person that would violate such laws and regulations. To the extent permitted by law, Customer will defend, indemnify and hold HMM harmless from and against any violation of such laws or regulations by Customer or any of Customer's agents, officers, directors or employees.

(j) Assignment; Subcontractors. Except as expressly provided herein, this Agreement (and any amendments or modifications thereto) and any rights or licenses granted to Customer hereunder, are non-transferable, non-exclusive, non-assignable, limited and personal to Customer. Customer shall not assign Customer's interest in this Agreement without HMM's prior written consent. HMM may transfer and/or assign some or all of this Agreement without prior notice to Customer or Customer's consent. This Agreement will inure to the benefit of and be binding upon the parties' successors and permitted assigns. Customer hereby expressly acknowledges and agrees that HMM may use subcontractors or third party service providers in its provision of Services hereunder, which subcontractors may have access to or otherwise use Customer Materials on HMM's behalf.

EXHIBIT A SOFTWARE HOSTING SERVICES TERMS AND CONDITIONS

This Exhibit sets forth the additional terms and conditions under which HMM will provide the Hosting Services pursuant to this Agreement.

1. Software Hosting Services.

(a) Installation and Configuration. HMM will install and configure the Software and Services on the Hosting Environment (as defined below), and HMM will host the Software and any Customer Materials used in conjunction with the Services for Customer using the Hosting Environment (as defined below) during the Hosting Term for so long as Customer's license to the applicable Software continues to be effective. After Customer has accepted this Agreement, or executed and submitted the Cover Sheet and applicable purchase order(s) to HMM, HMM will begin such installation and configuration in accordance with a mutually agreed upon schedule.

(b) Technical Audit. Customer shall provide to HMM the information required for HMM to assess the sufficiency of HMM's systems and technical infrastructure (e.g. bandwidth and hardware configuration) to properly access and use the Hosting Environment, Hosting Services and hosted Software (such assessment, a "Technical Audit"). Customer has the sole responsibility for ensuring that such information is accurate. HMM shall have no responsibility for ensuring that such information is accurate or for making corrections if the Software or Services do not work properly because of an inaccuracy in the HMM Technical Audit. The completed HMM Technical Audit for Customer is incorporated herein by reference. If a Technical Audit reveals that Customer's systems or technical infrastructure does not meet HMM's recommended specifications for access to or use of the Hosting Environment, Hosting Services or hosted Software and Customer elects to purchase Hosting Services notwithstanding such assessment, HMM shall not be responsible or have any liability for the inability of Customer to access or use the Hosting Environment, Hosting Services, or hosted Software.

(c) Hosting Environment. HMM will provide all hardware, software, telecommunication services and other items necessary for the proper operation and hosting of the Software and Customer Materials (the "Hosting Environment"). The Hosting Environment is part of the "System," as such term is defined in the Agreement. Customer is responsible for providing client-side computers, equipment, Internet connections, software and other system requirements.

(d) Network and Hardware Requirements. In order for Customer to access and use the Software and Services in accordance with this Agreement, Customer's network and computer hardware must meet the requirements set forth at http://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_v2_5.pdf, incorporated herein by reference.

(e) Loading of and Accessing Customer Materials. Customer Materials can usually be uploaded into and accessed from the Hosting Environment directly by Customer using the Software interface without intervention by HMM's hosting staff. If any Customer Materials cannot be uploaded or accessed through the Software interface, then Customer must provide such files or other materials to HMM via a secure file transfer program as indicated by HMM.

(f) Security. HMM will maintain the Hosting Environment with a reputable third party Internet service provider (the "Service Provider") in HMM's discretion and determination, where it is subject to commercially reasonable security precautions designed to prevent unauthorized access to the Hosting Environment. However, Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Hosting Environment, Software and Customer Materials. Accordingly, HMM cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that the Service Provider may have the right to suspend or terminate HMM's or Customer's access to or use of the Hosting Environment (e.g. in the event Customer's use of the Hosting Environment violates the acceptable use policy or terms of use applicable to the services provided by the Service Provider), and HMM shall not be liable to Customer for any such suspension or termination. Customer shall comply with all acceptable use policies and terms of use applicable to the services provided by the Service Provider, which HMM will provide to Customer upon request.

(g) Access Times. The Hosting Environment will operate 24 hours per day except as set forth herein. Product Support will be available from 7:00 a.m. to 8:00 p.m. EST, Monday through Friday, except for national holidays and scheduled interruptions for maintenance or updates to the Hosting Environment. Upon receipt of notice that service to the Hosting Environment is interrupted HMM will take reasonable steps to restore such service as soon as practicable. An interruption in service to the Hosting Environment shall be subject to the service levels and remedies set forth herein, and shall not be considered a breach of HMM's obligations hereunder if: (i) HMM take reasonable steps to restore such service as soon as practicable, or (ii) the interruption in service results from causes beyond HMM's reasonable control. However, Customer will still be entitled to the remedies, if applicable, set forth in Section 3(e).

2. Secure Socket Layer (SSL). HMM, through its Software, provides for all Customer Materials being encrypted via SSL encryption technology when transmitted to HMM as provided hereunder. If Customer transmits Customer Materials to HMM outside of HMM's Software, Customer agrees to use a secure conduit (e.g. HTTPS).

3. Service Levels.

(a) Availability and Monitoring. HMM will use commercially reasonable efforts to make available the Hosting Environment at least 99% of the portion of each month that is not Excluded Downtime (as defined in Section 3(e) below) (the "Measured Period"). The percentage of minutes during the Measured Period when the Hosting Environment is available shall be referred to as the "Uptime". The Hosting Environment is tested for availability every 5 minutes by performing the complete user login process. For this purpose, and to enable HMM to troubleshoot problems as necessary, HMM uses an administrator account on Customer's Hosting Environment and HMM may also utilize a packet sniffer or similar technology to monitor network traffic and other usage activity. If the Hosting Environment fails to respond to HMM's automated testing, then HMM uses manual testing to confirm such failure. The Hosting Environment is considered unavailable from the time of first failure to respond until service is restored.

(b) Scheduled Maintenance/Emergencies. HMM may conduct regular maintenance each night between midnight - 5 am EST to maintain the proper operation of the Hosting Environment and Services. Due to the system redundancies to the Hosting Environment, HMM can perform most maintenance without any service interruption. Any other non-emergency shutdown that requires the Hosting Environment to be unavailable will be scheduled in advance with notice to Customer of the interruption times. Customer acknowledges that emergency situations may arise in which no advance notice of service interruption or shutdown is possible.

(c) System Backups and Restoration. HMM will provide backups to the Hosting Environment as follows: (i) an incremental backup will be conducted every day; and (ii) not less than once per week, a backup will be sent off site and stored. HMM will perform restorations to the Hosting Environment from such backup media in the event of a service failure. HMM will use commercially reasonable efforts to respond to Customer's requests for restoring files.

(d) Response Times. HMM uses commercially reasonable efforts to provide proactive monitoring of the Hosting Environment. The Service Provider staff are automatically notified by the monitoring systems of an outage or problem with the Hosting Environment. Customer agrees to direct any inquiries regarding the operation and status of the Hosting Environment to HMM's customer support team. The customer support team will coordinate resolution with the Service Provider staff.

(d) Service Levels. The Uptime for each month will be measured by dividing the number of minutes of such month during which the Hosting Environment is available by the number of minutes in the Measured Period for such month.

(f) "Excluded Downtime" means time during which Customer is unable to access and use the Hosting Environment due to (i) a failure by the Service Provider, (ii) network maintenance on circuits provided by telecom companies or other common carriers, (iii) an external Internet Service Provider or an Internet exchange point, or a general Internet outage, (iv) acts or omission of Customer, its employee, other personnel or user, (v) technical issues associated with Customer's equipment, facilities or applications including customer maintained workstations, LANs, WANs, Active Directory

servers, (vi) scheduled maintenance or downtime, or emergency shutdowns, or (vii) acts of God, civil disorder, natural cataclysm, Force Majeure or other occurrences beyond the reasonable control of HMM.

In the event that Customer notifies HMM in writing that the Hosting Environment is unavailable, HMM will use commercially reasonable efforts to cure such unavailability and investigate the issue to verify the occurrence of such unavailability.

(g) Service Level Credits If in any given month the Uptime of the Hosting Environment is not at least 99%, then Customer may request a service level credit (the "Service Level Credits") in writing to InterventionSolutionsInquiries@hmhco.com and, in such an event, Customer shall receive a Service Level Credit in the amount of three percent (3%) of the monthly Hosting Service Fee for such month.

Such Service Level Credits shall be redeemable until the end of the current school year in related HMM products or services. The Service Level Credits shall be Customer's sole and exclusive remedy for a service interruption to and unavailability of the Hosting Environment.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **APPROVAL OF AGREEMENT WITH SITEIMPROVE INC.**
DATE: June 19, 2019

Background:

SiteImprove, Inc. provides software and services that assist school districts with identifying resources on their website(s) that do not meet WCAG 2.1 guidelines and provide direction as to how best to remediate any identified issues. Web Content Accessibility Guidelines (WCAG) 2.1 establish requirements for making Web content more accessible to people with disabilities. SiteImprove, Inc. also provides courses on accessibility and analytics to support staff members tasked with adding web content. SiteImprove, Inc. software and services will enable FVSD staff to efficiently identify areas of concerns related to accessibility, and remediate those identified areas, in an efficient manner.

Fiscal Impact:

The annual cost of SiteImprove's licensing agreement \$6,575.00, which covers the main FVSD website, as well as the websites of each individual school. The cost of this program/service is built into 2019-20 Local Control Accountability Plan.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with SiteImprove, Inc. for the 2019-20 school year for \$6,575.00.

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Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement (“**Agreement**”) is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekr Ridge Circle, Minneapolis, MN 55439, and its Affiliates (defined below) (collectively, “**Siteimprove**”) and **Fountain Valley School District** (“**Customer**” / “**you**” / “**your**”) for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, “Website(s); (C) Exhibit B, “Terms and Conditions”; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before June 28, 2019. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement (“**Included Services**”):

Product Bundle: **Education Complete**

Included Services	Limits (the “Limits”)*
Quality Assurance Crawls website and identifies quality issues.	2,500 Pages
Policy Allows Customer to set website parameters to ensure consistency in content.	
Accessibility Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.	
SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.	
Priority Allows Customer to set criteria for order in which issues and errors are reported. <u>This service requires the implementation of a script on the website.</u>	
Accessibility Community Membership Membership to Siteimprove's Accessibility Community.	
PDF Scanning	500 PDFs
Response Monitors website's availability and performance.	3 Response Check Points
Usability Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.	10 Maps
Premium Support Plan	

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

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Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <http://my.siteimprove.com>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Academy Plus

Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "Course"). The Included Services also include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Term

The first date for this Agreement (the "**Effective Date**") is July 1, 2019. This Agreement will remain in force for a period of 1 year following the Effective Date (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "**Renewal Term**") until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **\$6,575** (the "**Fee**").

Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

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- On July 1, 2019, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee...

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

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Customer Information (Required)

You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.

Service Address (Must be a physical address. The Service Address cannot be a PO Box)

Name:

Address:

Email:

Phone:

Billing Address (only complete if different from Service Address)

Name:

Address:

Email:

Phone:

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Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

- Yes, please attach exemption form.
- No.

Is a Purchase Order Number ("PO") required?

- Yes, please provide Purchase Order Number: _____
- No

If a PO is required, will you be providing a new PO for each invoice?

- Yes
- No, the provided PO number can be used for the initial invoice and all subsequent invoices

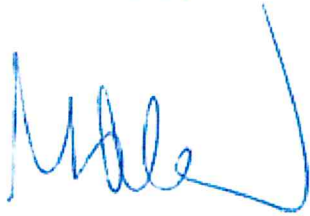
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Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Fountain Valley School District



Signature

Signature

Morten Ebbesen

Name

Name

May 20, 2019

Date

Date

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Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- newland.fvsd.us/
- fulton.fvsd.us/
- masuda.fvsd.us/
- cox.fvsd.us/
- gisler.fvsd.us/
- tamura.fvsd.us/
- oka.fvsd.us/
- www.fvsdchildcareprograms.com/
- talbert.fvsd.us/
- plavan.fvsd.us/
- courreges.fvsd.us/
- www.fvsd.us/

Exhibit B: Terms and Conditions

1. DEFINITIONS

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "Affiliate" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent

to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES; RENEWALS

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. The Fee during any Renewal Term will be increased by 3% above the Fee in the immediately prior term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION

a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

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b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 90-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law.

Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

f. Development Site. The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer's new website (a "Development Site") for up to one (1) year at no additional charge ("Complimentary Scanning"). Customer's live website must be included in Customer's subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer's permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (<https://support.siteimprove.com>).

5. REPRESENTATIONS AND WARRANTIES

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will

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not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("**Force Majeure Events**"). Force Majeure Events include: (a) acts of God; (b) flood, fire,

earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or

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disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Customer Information Section. Notice to Siteimprove should be sent to:

Siteimprove, Inc.
Attn: Legal Department
7807 CreekrIDGE Circle
Minneapolis, MN 55439
With a copy to:
legal@siteimprove.com

11. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of California and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts

of California will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

12. NO WAIVER

The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

13. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

14. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

15. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

16. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

Exhibit C - Premium Support Plan

1. SCOPE OF SERVICES. Siteimprove provides Premium support as set forth in this Premium Support Plan.

2. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

3. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

3.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of ten events)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies

3.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC | MINOR | MAJOR | CRITICAL

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<ul style="list-style-type: none"> • Minor problem not impacting service functionality • Feature requests or missing or erroneous documentation • Question/ information request that does not affect delivery of service 	<ul style="list-style-type: none"> • Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists • The problem is with a non-critical feature or functionality 	<ul style="list-style-type: none"> • Service is operational but performance is highly degraded to the point of major impact on usage • Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion • Access to a particular third-party application or service provider deemed noncritical is impacted 	<ul style="list-style-type: none"> • Service is down or unavailable • Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact • Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response • Data is corrupted or lost and must be restored from backup • Any critical error encountered will be worked on by Siteimprove during EMEA business hours until resolved
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4. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC
excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center - Copenhagen, Denmark
Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC
excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia
Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC
excluding New South Wales national and regional public holidays

5. SYSTEM AVAILABILITY.

5.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time ("**System Availability**"). System Availability is calculated as:

$$\frac{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - ([Scheduled\ Downtime] + [Unscheduled\ Outage\ Time])}{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - [Scheduled\ Downtime]} \times 100\%$$

Scheduled Downtime is defined in Section 8. "Unscheduled Outage Time" is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 5.3 (Exceptions).

Act With Digital Certainty

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5.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at <http://status.siteimprove.com/> (<https://support.siteimprove.com/>); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 5.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

5.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer's misuse of the Included Services; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

6. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("**Response Rate**"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove's choosing and reporting is available upon written request.

7. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("**Service Credit**"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("**Scheduled Downtime**") as long as Customer has signed up for the alerts at <http://status.siteimprove.com> (<https://support.siteimprove.com/>).

9. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

10. TERM. This Premium Support plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **APPROVAL OF AGREEMENT WITH TITAN HEALTH & SECURITY TECHNOLOGIES, INC (TITAN HST)**
DATE: June 19, 2019

Background:

Over the course of the 2018-19 school year, Fountain Valley School District has convened multiple meetings of the FVSD Safe Schools Task Force. Through this work, enhancing the emergency communications capabilities of FVSD emerged as a significant priority. Titan HST's app-based technology is a 2-way mass communication platform that greatly enhances staff-to-staff, as well as staff-to-community, communication in the event of an emergency. Titan HST is a local company, based in Newport Beach, CA, that is utilized by a number of surrounding school districts and government agencies.

The attached proposal presents FVSD with a multi-phased approach to implementing Titan HST that builds from internal capability during the fall of 2019 to extended parent/community capability in the spring of 2020 and beyond.

Fiscal Impact:

The annual cost of the Titan HST app is \$10,579.00; however, for the 2019-20 school year, the cost will be prorated to \$5,811.00. This takes into consideration that the Titan HST app will be used internally with FVSD staff only through December 2019, and subsequently rolled-out with parents beginning in January 2020. Annual renewal rates have been proposed at \$10,579.00 per year. The cost of this program/service is built into 2019-20 Local Control Accountability Plan.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with Titan HST for the 2019-20 school year for \$5,811.00.

**TITAN HEALTH & SECURITY
TECHNOLOGIES. INC**

500 Newport Center Drive, Suite 950
Newport Beach, CA 92660 US
(844) 368-4826
sales@titanhst.com
titanhst.com



QUOTE

ADDRESS

Jerry Gargus, Ed.D.
Fountain Valley School District
10055 Slater Ave.,
Fountain Valley, CA 92708

QUOTE # 1059

DATE 06/19/2019

EXPIRATION DATE 07/19/2019

ACTIVITY	QTY	RATE	AMOUNT
Software Services Mass Notification & Emergency Communication Software Services - Staff	700	1.49	1,043.00
Software Services Mass Notification & Emergency Communication Software Services - Students	6,400	1.49	9,536.00
Software Services Mass Notification & Emergency Communication Software Services - LESS PRORATED FOR 6400 STUDENTS FOR 6 MONTHS			-4,768.00

1st year of a 3-year contract July 1,2019 -June 30, 2019

TOTAL

\$5,811.00

700 staff at \$1.49/user/year = \$1,043
6400 students at \$1.49/user/year = \$9,536
LESS 6400 students prorated for 6 months =\$ 4,768
Total = \$1,043 + \$4768 =\$ \$5,811
Set-up fee \$2,500 WAIVED

Accepted By

Accepted Date



SERVICE CONTRACT AGREEMENT

This Service Contract Agreement (the “SCA”) is made and entered into as of July 1, 2019 (the “Effective Date”) by and between Titan Health & Security Technologies, Inc., located at 500 Newport Center Drive, Suite 950 Newport Beach, CA 92660, (“Titan”) and Fountain Valley School District located at 10055 Slater Ave., Fountain Valley, CA 92708 (“Licensee”).

1. **DEFINITIONS.** The following terms will have the following meanings: “**Administrative Seats**” means the number of user accounts for the Administrative Application that Licensee is authorized to create for use by its Authorized Users as specified in the Subscription Order Form. “**Administrative Application**” means the object code form and/or online service (as made available by Titan to Licensee, in Titan’s sole discretion) of the administrative version of Titan’s proprietary emergency services software system and notification software application and any related documentation made available to Licensee by Titan. “**Application**” means the object code form of Titan’s proprietary emergency services software system and notification software application and any related documentation made available to Licensee by Titan. “**Authorized User**” means an employee, contractor, law enforcement officer, dispatcher, agent, individual affiliated with Licensee, or parent thereof if under eighteen (18) years of age for whom Licensee has provided an email address, phone number, or other data to Titan. “**Subscription Order Form**” means the Program Order Form mutually agreed upon by the parties and attached to this SCA as Exhibit A that, when this SCA is signed by both Titan and Licensee, is automatically incorporated into this SCA by reference and creates a binding contract between the parties. “**Seats**” means the number of user accounts for the Application that Licensee is authorized to create for use by its Authorized Users as specified in the Subscription Order Form.

2. **PURPOSE AND INTENT.** It is the purpose and intent of this SCA to provide a mutual benefit to Licensee and Titan on a subscription basis from the Effective Date through the date specified in Exhibit A, or termination as specified herein, whichever occurs first (the “Subscription Period”). It is expressly agreed and understood that this SCA is not intended to create any liability for Licensee, claimed, sued over or collected between the parties. Any questions or concerns regarding the use or application of the license will be promptly brought to the attention of Titan and Licensee. Either party retains the right to terminate the license upon ten (10) days' written notice to the other party during the Subscription Period (Section 12).

3. LICENSE.

3.1 **APPLICATION LICENSE.** Titan hereby grants to Licensee a non-exclusive, revocable, non-transferable, and non-assignable right and license (a) to download and install the Application on the mobile devices of its Authorized Users for the number of Seats specified in the Subscription Order Form and (b) to use the Application solely for Licensee’s own internal purposes during the Subscription Period.

3.2 **ADMINISTRATIVE APPLICATION LICENSE.** Titan hereby grants to Licensee a non-exclusive, revocable, non-transferable, and non-assignable right and license (a) if such functionality is offered, to download and install the Administrative Application on the mobile devices of Licensee’s Authorized Users for the number of Administrative Seats specified in the Subscription Order Form, (b) to access the Administrative Application available at: www.titanhst.com for the number of Administrative Seats specified in the Subscription Order Form; and (c) to use the Administrative Application solely for Licensee’s own internal purposes during the Subscription Period.

4. RESTRICTIONS. The license granted to Licensee under this SCA is granted solely to Licensee and not, by implication or otherwise, to any other entity or affiliate of Licensee. Licensee may not assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the Application or the Administrative Application to any third party or use the Application or the Administrative Application on behalf of any third party unless otherwise agreed to in writing by Titan in its sole discretion. Licensee agrees not to copy the Application or the Administrative Application, in whole or in part. Licensee agrees not to modify, obscure or delete any proprietary rights notices included in or on the Application or the Administrative Application or documentation, and Licensee agrees to include all such notices on all copies. Licensee may not modify the Application or the Administrative Application, make derivative works based on the Application or the Administrative Application or merge the Application or the Administrative Application into any other computer programs. Licensee may not reverse engineer, disassemble or decompile the Application or the Administrative Application, in whole or in part, or otherwise attempt to derive its source code. Licensee agrees to use the Application and the Administrative Application in compliance with all applicable laws and regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. The license granted to Licensee under this SCA is limited to the number of Seats and Administrative Seats set forth in the Subscription Order Form. Only one person may use a Seat or Administrative Seat. Two or more people may not share a Seat or Administrative Seat. The foregoing restrictions are intended to protect Titan's intellectual property rights, while also observing the purpose and intent of this SCA as set forth in Section 2 of this SCA.

5. LICENSEE OBLIGATIONS.

5.1 Licensee will follow all instructions provided by Titan relating to Licensee's and its Authorized Users' use of the Application and the Administrative Application. Licensee will provide a valid email address for each of its Authorized Users. Licensee represents and warrants that it has the right to provide such email addresses to Titan. Licensee shall be responsible for all use of the Application and the Administrative Application by its Authorized Users.

5.2 LICENSEE OBLIGATIONS FOR SUBSCRIPTION ORDER FORM. In connection with its evaluation obligations, Licensee agrees to perform the following duties and authorizes the following privileges, in addition to any other duties and rights that may be mutually agreed upon in writing by the parties: (a) fully utilize as many features of the Application or the Administrative Application as is reasonably possible, (b) permit Titan to monitor and observe Licensee's evaluation and use of the Application or the Administrative Application, (c) provide Titan with performance reports and a general evaluation of the Application or the Administrative Application, to the extent reasonably requested by Titan from time to time, (d) immediately suspend use of the Application or the Administrative Application when requested by Titan, and (e) timely notify Titan of any issues or irregularities encountered. Licensee understands and agrees that it may be asked to provide Titan with feedback on the Application and the Administrative Application, from time to time, via the telephone or in writing. Licensee acknowledges that Titan shall have unrestricted rights to incorporate into any software, technology and/or other offered services of Titan or of any Titan authorized parties any and all observations concluded by Titan while monitoring Licensee's evaluation and use of the Application or the Administrative Application and any and all results, ideas and suggestions provided and offered by Licensee with respect to the Application or the Administrative Application. Licensee hereby assigns to Titan any and all proprietary interest in and to any and all such results, ideas and/or suggestions without further compensation.

6. TITAN OBLIGATIONS. For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain verifiable consent and a written waiver from the user and the user's parent or guardian in form and substance approved by the Licensee. During Subscription Period, Titan shall provide Licensee with support services upon request for the Application and Administrative Application, including, but not limited to, support through telephone and e-mail.

7. TITLE. Title and full ownership in and to the Application and the Administrative Application

and all trade secret, copyright and patent rights and all other intellectual property and proprietary rights in and to the Application and the Administrative Application (including, without limitation, any third-party software incorporated therein) remain with Titan and its licensors. Licensee is granted the limited license rights to use the Application and the Administrative Application as described in this SCA. Titan expressly reserves all intellectual property and proprietary rights not expressly granted under this SCA.

8. USE OF PERSONAL INFORMATION AND OTHER INFORMATION. Titan will only use Authorized User's personal information and other information for authorized purposes. This includes sharing personal information and other information with emergency personnel and responsible government entities in emergencies, in exigent circumstances, in situations involving danger of death or serious physical injury, to respond to 9-1-1 requests, or other similar situations. Titan will obtain consent from each Authorized User. For user's under eighteen (18) years of age, Titan will obtain verifiable consent from each parent or guardian of the user in form and substance approved by the Licensee. Any personal information and other information regarding Licensee's Authorized Users that Titan collects from Licensee or through the Application during the Subscription Period is subject to Titan's Privacy Policy, available online at <https://www.titanhst.com/privacy/> (the "Privacy Policy"), and Titan's Terms of Service, available online at <https://www.titanhst.com/terms/> (the "Terms of Service"), both of which are incorporated herein by reference. Titan only maintains user data generated from use of the Site and Services for 90 days unless a request is made by law enforcement to maintain the data for a longer period of time. Titan reserves the right to revise the Privacy Policy or Terms of Service at any time, in its sole discretion, by posting the revised Privacy Policy or Terms of Service online.

9. FEES. The fee for Licensee's use of the Application or the Administrative Application in accordance with this SCA during the Subscription Period is specified in Exhibit A. At the end of each year Titan will either (1) grant Licensee an additional license on the same terms and conditions set forth herein or (2) negotiate with Licensee to purchase licenses on new and different terms. NOTHING CONTAINED IN THIS SCA WILL OBLIGATE TITAN TO NEGOTIATE A SUBSEQUENT SUBSCRIPTION AGREEMENT WITH LICENSEE OR OTHERWISE OBLIGATE TITAN TO CONTINUE TO OFFER LICENSEE THE FEATURES AND FUNCTIONALITY OF THE APPLICATION OR ADMINISTRATIVE APPLICATION AFTER THE SUBSCRIPTION PERIOD ENDS.

10. DISCLAIMER OF WARRANTIES. Titan does not guarantee the Application or the Administrative Application will be continuously available or continuously functioning during the Subscription Period. Titan is not obligated to provide any update, enhancement, fix or improvement to the Application or the Administrative Application and Titan may, at its sole discretion, alter, modify or cease to make available the Application or the Administrative Application or any part of them or require Licensee to cease using the Application or the Administrative Application or any part of them.

11. LIMITATION OF LIABILITY. To the extent permitted by law, Titan's liability under this contract will be no more than the lesser of fees paid under the contract for the last 12 months or \$2,000,000, in aggregate.

12. SUBSCRIPTION PERIOD AND TERMINATION.

12.1 SUBSCRIPTION PERIOD. This SCA shall commence on the Effective Date and shall continue until the date provided in Exhibit A – Subscription Order Form, unless earlier terminated as provided for herein (the "Subscription Period"). Upon expiration of the Subscription Period, the parties may mutually agree in writing to renew this SCA for a subsequent period.

12.2 TERMINATION. The parties may terminate this SCA for any reason without liability upon ten (10) days written notice to the other party.

12.3 EFFECT OF TERMINATION. Upon termination or expiration of this SCA (a) the Subscription Period shall end; and (b) all licenses and rights to use the Application and the Administrative Application granted to Licensee hereunder shall immediately

terminate. Those provisions of this SCA that by their terms or sense are intended to survive termination or expiration of this SCA will survive and remain in full force and effect, including, without limitation, Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15 and 16.

12.4 TITAN SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM TITAN OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS SCA.

12.5 TITAN AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE AVAILABILITY OF ANY NETWORKS OR COMMUNICATIONS LINES OR FUNCTIONING OF ANY MOBILE PHONE OR DEVICE NECESSARY FOR THE APPLICATION OR ADMINISTRATIVE APPLICATION, OR THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION (INCLUDING, WITHOUT LIMITATION, ANY RECOMMENDATIONS OR OTHER CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION). TITAN DOES NOT REPRESENT THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION WILL PREVENT ANY PERSONAL INJURY OR DEATH; OR THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION.

12.6 IN NO EVENT SHALL TITAN OR ITS AFFILIATES OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS BE LIABLE TO LICENSEE, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES (INCLUDING FOR LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THIS SCA, EVEN IF TITAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

12.7 For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain a written waiver from each parent or guardian and each user in form and substance approved by the Licensee regarding the above.

13. INTENT TO ENTER SUBSEQUENT AGREEMENT. Upon completion of the Subscription Period, except in the event of termination for the material breach of either party, both Licensee and Titan agree to negotiate in good faith a subsequent license agreement for use of the Application and Administrative Application, subject to substantially similar terms and conditions as set forth in this SCA and Titan's standard pricing, which agreement will supersede this SCA in its entirety. Unless and until such an agreement is executed by the parties, this SCA represents the parties' legally binding agreement, enforceable in accordance with its terms. The enforceability of this SCA is not conditioned upon further negotiations or the successful outcome of any further negotiations.

14. CONFIDENTIALITY.

14.1 CONFIDENTIAL INFORMATION. Licensee will (and will ensure that its Authorized Users, officers, directors, employees, subcontractors, representatives, and agents) maintain the strict confidentiality of the Application and Administrative Application and all information and materials contained in the Application and Administrative Application and all information and materials conveyed by Titan to Licensee hereunder, including but not limited to, financial records, marketing information and the Application's and Administrative Application's features and modes of operation, inventions (whether or not patentable), techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, analysis and

performance information, user documentation and other technical information, plans and data (collectively, "Titan's Proprietary Information"). This undertaking will not apply to information that becomes part of the public domain through no act or omission of Licensee or is in Licensee's lawful possession without violation of obligations to Titan as demonstrated by written documentation. Licensee shall not use Titan's Proprietary Information for any other purpose other than pursuant to the terms set forth in this SCA.

14.2 NON-DISCLOSURE. Licensee will not permit anyone other than its own most trusted officers, directors, and employees with a need to know to access or use Titan's Proprietary Information. Licensee will not disclose Titan's Proprietary Information to any third party and will not use Titan's Proprietary Information other than as expressly authorized hereunder. Furthermore, Licensee: (a) recognizes that the unauthorized use or disclosure of Titan Proprietary Information will give rise to irreparable injury to Titan or its licensors for which monetary damages may be an inadequate remedy and (b) agrees that Titan or its licensors may seek and obtain injunctive relief against the breach or threatened breach of Licensee's obligations under this SCA, in addition to any other legal and equitable remedies which may be available to Titan.

14.3 For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain a written waiver from each parent or guardian and each user in form and substance approved by the Licensee regarding the above.

15. GOVERNING LAW AND JURISDICTION. This SCA will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any principles of conflict of laws. Any legal action or proceeding arising under this SCA will be brought exclusively in the federal or state courts located in Orange County, California and the parties irrevocably consent to personal jurisdiction and venue therein.

16. MISCELLANEOUS.

16.1 ASSIGNMENT. Titan may assign its rights and obligations hereunder, including in connection with a merger, acquisition, a sale of assets, or by operation of law without Licensee's consent. Licensee may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Titan. Subject to the foregoing, this SCA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.2 NOTICES. All notices provided hereunder will be in writing and delivered personally, by e-mail, or by overnight courier, or by registered or certified mail to the addresses specified below or such other address as may be specified in writing by notice given in accordance with this Section 16.2. All such notices will be deemed to have been given: (a) upon receipt when delivered personally, (b) upon receipt when delivered by e-mail, or (c) in the case of overnight courier, one weekday after delivery to the overnight courier.

16.3 SEVERABILITY. In the event that any provision of this SCA is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this SCA to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this SCA will continue in full force and effect.

16.4 WAIVER. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this SCA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.5 FORCE MAJEURE. Titan will not be responsible for any failure, cloud service failure, or delay in its performance under this SCA.

16.6 INDEPENDENT CONTRACTORS. In entering into and performing this SCA, the parties hereto are acting and shall act as independent contractors, and neither is, nor will be deemed to be, an agent, legal representative, joint venture or partner of the other for any purpose.

16.7 COUNTERPARTS. This SCA may be executed in any number of counterparts, each of which when so executed will be deemed an original and all of which together will constitute one and the same agreement. Facsimile and electronic (e.g., PDF) signatures shall be as effective as original signatures. This SCA shall be effective only after it has been duly executed by both parties.

16.8 AMENDMENTS; ENTIRE AGREEMENT. No modification, change, or amendment of this SCA shall be binding upon the parties, except by mutual express consent in writing of a subsequent date duly signed by the authorized representatives of each of the parties. This SCA constitutes the entire agreement and understanding of the parties with respect to the subject matter of this SCA, and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this SCA.

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS SCA.

TITAN HEALTH & SECURITY TECHNOLOGIES, INC.

LICENSEE: FOUNTAIN VALLEY SCHOOL DISTRICT

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SUBSCRIPTION ORDER FORM

LICENSEE INFORMATION:

Full Licensee Name:	Fountain Valley School District
Address:	10055 Slater, Ave., Fountain Valley, CA 92708
Contact Name:	Jerry Gargus, Ed.D.
Contact Telephone:	(714) 843-3268
Contact E-mail:	gargusj@fvsd.us

ORDER INFORMATION:

Number of Currently Estimated Licenses Required: <i>*this number may be reasonably revised at any time as required to</i>	700 staff 6400 students Total 7100 licensees
Subscription Period & Effective Date Through:	3 year contract July 1, 2019 to June 30, 2022 Staff to begin immediately, students to be added in January 2020
Total Yearly Cost: <i>*Cost based on actual number of users loaded in the Titan HST system</i>	700 staff at \$1.49/ user/year = \$1,043 per year 6,400 students at \$1.49/user/year = \$9,536 Students to be added in January 2020 so 6 months prorated = \$4,768 Total Cost First Year = \$1,043 + \$4,768 = \$ 5,811 Total Cost 2 nd & 3 rd year = \$1,043 + \$9,536 = \$10,579 /year One time Set -up fee \$2,500 WAIVED
Billing Name, Address, Email, Phone	Jerry Gargus, Ed.D 10055 Slater Ave., Fountain Valley, Ca 92708 Email: gargusj@fvsd.us Phone: (714) 843-3268

DEPLOYMENT INFORMATION:

Email: Titan HST's domain @titanhst.com and specifically, it's notification e-mail (notification@titanhst.com), have been white-listed by your organization allowing users to receive relevant emergency communications via email, including, Lockdowns and Broadcasts. **YES or NO**

Deployment Invitation Method: Deploy users via (**select**): **Email Invitation** or via **Google Login** or **Other**.

Geofence: Limit the ability of users to request help via emergency alerts to specific geographic areas (e.g. your organization's site)? *Regardless of this selection, users can receive Lockdowns, Broadcast Notifications, and Community Safety Status requests regardless of Geofence status. (**select**): **Yes**, Enable Geofence and only allow emergency alerts to be initiated by users on site or **No**, do not Enable Geofence and do allow alerts to be sent from anywhere.

BY SIGNING THE ATTACHED SERVICE CONTRACT AGREEMENT,
THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS SUBSCRIPTION ORDER FORM.

2019/2020

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members
From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education
Date: June 19, 2019
Subject: **Non-Public Agency/School Contracts**
Board Meeting Date: June 27, 2019

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

Student's Name	Non-Public School/Agency	100% Contract	Effective Dates
N/A	Del Sol School W20109	N/A	July 1, 2019 to June 30, 2020
	Del Sol School W20110	\$54,792.00	July 1, 2019 to June 30, 2020
	Del Sol School W20111	\$58,477.00	July 1, 2019 to June 30, 2020
N/A	Olive Crest Academy – Garden Grove W20112	N/A	July 1, 2019 to June 30, 2020
N/A	Olive Crest Academy – Orange W20113	N/A	July 1, 2019 to June 30, 2020
	Olive Crest Academy W20114	\$47,264.00	July 1, 2019 to June 30, 2020
	Olive Crest Academy W20115	\$49,370.00	July 1, 2019 to June 30, 2020
	Olive Crest Academy W20116	\$49,370.00	July 1, 2019 to June 30, 2020
N/A	Verbal Behavior Associates, Inc. W20117	N/A	July 1, 2019 to June 30, 2020
	Verbal Behavior Associates, Inc. W20118	\$4,400.00	July 1, 2019 to June 30, 2020

Approved by the FVSD Board of Trustees
June 27, 2019

Dr. Mark Johnson
Superintendent

Date:

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
 Del Sol School

 Nonpublic School/Agency

LEA,
 Fountain Valley School District

By: _____
 Signature Date

 Name and Title of Authorized Representative

By: _____
 Signature Date
 Dr. Mark Johnson, Superintendent

 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

 Name
 Del Sol School

 Nonpublic School/Agency/Related Service Provider

 Address

 City State Zip

 Phone Fax

 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Del Sol School
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER W20109 2019-2020
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

<u>Rate</u>	<u>Period</u>
\$ 234.00	Per Diem

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Public Transportation	_____	_____
d. Parent*	_____	_____
(2) a. Educational Counseling – Individual	\$ 48.00	Per Hour
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	\$ 110.00	Per Hour
b. Language and Speech Therapy – Group of 2	\$ 110.00	Per Hour
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention (BID)	\$ 90.00	Per Hour
b. Behavior Intervention and Implementation (BII) – 1:1	\$ 48.00	Per Hour
c. Behavior Intervention and Implementation (BII/2) – 1:2 ratio	_____	_____
d. Behavior Intervention – Supervision	_____	_____
Provided by: _____	_____	_____
(10) Psychological Services / Mental Health / School Psychology Assessment	\$ 90.00	Per Hour

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

2019/2020

HBUHSD Contract # W20110

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	DEL SOL SCHOOL	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	5340 MYRA AVENUE, SUITE A CYPRESS, CA 90630	
LEA Case Manager	JENNY MC CANN		Phone	714-828-6409	Fax 714-828-3400
			E-Mail	delsol@delsolschool.com	
Student Last Name		Student First Name	Program Contact Name		IVY MARSHALL
D.O.B.		I.D. #	Phone	714-828-6409	Fax 714-828-3400
			E-Mail	www.delsolschool.com	
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	192	Number of Weeks 40
Address City, State Zip			Education Schedule – Extended School Year		
			Number of Days	21	Number of Weeks 5
			Contract Begins	07/01/19	Ends 06/30/20
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on:		06/27/19

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 234.00	PER DIEM	192	21	\$ 49,842.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy - Group		X			\$110.00/hr	2x30min/wk	40	5	\$ 4,950.00
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
A + B TOTAL COST								\$ 54,792.00	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 4,950.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 54,792.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD OF 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

DEL SOL SCHOOL
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2019/2020

HBUHSD Contract # W20111

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	DEL SOL SCHOOL	
Address	10055 SLATER AVENUE		Address	5340 MYRA AVENUE, SUITE A	
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	CYPRESS, CA 90630	
LEA Case Manager	NOELL SCOTT		Phone	714-828-6409	Fax
			E-Mail	delsol@delsolschool.com	
Student Last Name		Student First Name	Program Contact Name	IVY MARSHALL	
D.O.B.		I.D. #	Phone	714-828-6409	Fax
			E-Mail	www.delsolschool.com	
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	192	Number of Weeks
					40
Address			Education Schedule – Extended School Year		
City, State Zip			Number of Days	21	Number of Weeks
	(Foster Family Home)				5
			Contract Begins	07/01/19	Ends
					06/30/20
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on:		06/27/19

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 234.00	PER DIEM	192	21	\$ 49,842.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy		X			\$110.00/hr	2x30min/wk	40		\$ 4,400.00
b. Therapy - ESY Only		X			\$110.00/hr	1x30min/wk		5	\$ 275.00
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention		X			\$90.00/hr	1x240min/mo	10	1	\$ 3,960.00
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST		\$ 58,477.00	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 8,635.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 58,477.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD OF 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

DEL SOL SCHOOL
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Olive Crest Academy – Garden Grove
 Nonpublic School/Agency

LEA,
Fountain Valley School District

By: _____
 Signature Date

 Name and Title of Authorized Representative

By: _____
 Signature Date
Dr. Mark Johnson, Superintendent
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

 Name
Olive Crest Academy – Garden Grove
 Nonpublic School/Agency/Related Service Provider

 Address

 City State Zip

 Phone Fax

 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy-GG **CONTRACTOR NUMBER** W20112 **2019-2020**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
\$ 190.77	Per Diem

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	45.55 / 56.08 / 66.68	Per Day
b. Transportation – One Way		
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual	Inclusive	Per Hour
b. Educational Counseling – Group of _____	Inclusive	Per Hour
c. Counseling – Parent	\$ 109.44	Per Hour
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$ 55.71	30-min Session
b. Language and Speech Therapy – Group of 2	\$ 55.71	30-min Session
c. Language and Speech Therapy – Group of 3		
d. Language and Speech – Assessment		
e. Language and Speech – Consultation Rate	\$ 111.42	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) Physical Therapy		
(8) a. Behavior Intervention and Development (BID)	Inclusive	Per Hour
b. Behavior Intervention and Implementation (BII)	Inclusive	Per Hour
c. Behavior Intervention – Supervision		
Provided by: _____		
d. Behavior Support Services (outside of school hours)	\$ 109.44	Per Hour
(9) a. Behavioral Assistant – 1:1 Classroom	\$ 122.32	Per Day
b. Behavioral Assistant – During Transit	\$ 63.82	Per Day
(10) Translation Services	\$ 75.00	Per IEP
(11) Nursing Services	\$ 95.00	Per Day
(12) Re-Connect Program		
a. In-home Assessment and Plan Development (up to 4 hours)	\$ 125.00	Per Hour
b. Student Counseling	\$ 125.00	Per Hour
c. Parent Counseling	\$ 125.00	Per Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Olive Crest Academy – Orange
Nonpublic School/Agency

LEA,
Fountain Valley School District

By: _____
Signature Date

Name and Title of Authorized
Representative

By: _____
Signature Date

Dr. Mark Johnson, Superintendent

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name
Olive Crest Academy – Orange

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy-Orange **CONTRACTOR NUMBER** W20113 2019-2020
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
\$ 190.77	Per Diem

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	45.55 / 56.08 / 66.68	Per Day
b. Transportation – One Way		
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual	Inclusive	Per Hour
b. Educational Counseling – Group of _____	Inclusive	Per Hour
c. Counseling – Parent	\$ 109.44	Per Hour
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$ 55.71	30-min Session
b. Language and Speech Therapy – Group of 2	\$ 55.71	30-min Session
c. Language and Speech Therapy – Group of 3		
d. Language and Speech – Assessment		
e. Language and Speech – Consultation Rate	\$ 111.42	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) Physical Therapy		
(8) a. Behavior Intervention and Development (BID)	Inclusive	Per Hour
b. Behavior Intervention and Implementation (BII)	Inclusive	Per Hour
c. Behavior Intervention – Supervision		
Provided by: _____		
d. Behavior Support Services (outside of school hours)	\$ 109.44	Per Hour
(9) a. Behavioral Assistant – 1:1 Classroom	\$ 122.32	Per Day
b. Behavioral Assistant – During Transit	\$ 63.82	Per Day
(10) Translation Services	\$ 75.00	Per IEP
(11) Nursing Services	\$ 95.00	Per Day
(12) Re-Connect Program		
a. In-home Assessment and Plan Development (up to 4 hours)	\$ 125.00	Per Hour
b. Student Counseling	\$ 125.00	Per Hour
c. Parent Counseling	\$ 125.00	Per Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

2019/2020

HBUHSD Contract # W20114

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY - GARDEN GROVE		
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	2190 N. CANAL STREET ORANGE, CA 92865		
LEA Case Manager	IRENE TURNER		Phone	714-998-6571	Fax	714-998-6573
			E-Mail	www.olivecrest.org		
Student Last Name	Student First Name	Program Contact Name		NINA E. FRANKMAN, LMFT DIRECTOR OF SPECIAL EDUCATION		
D.O.B.	I.D. #	Phone	714-998-6571, ext. 1508	Fax	714-998-6573	
		E-Mail	Nina-Frankman@olivecrest.org			
Grade Level	Sex (M or F)	Education Schedule – Regular School Year				
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days	180	Number of Weeks	38	
Address City, State Zip	Education Schedule – Extended School Year					
		Number of Days	20	Number of Weeks	5	
		Contract Begins	07/01/19	Ends	06/30/20	
Home Phone	Business/Mobile Phone	Master Contract Approved by the Governing Board on:			06/27/19	

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 190.77	PER DIEM	180	20	\$ 38,154.0
B. RELATED SERVICES									
1. Transportation						Zone 1			
a. Paid to NPS/A		X			\$ 45.55/day	1 RT/Daily	180	20	\$ 9,110.0
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	38	5	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	38	5	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST		\$ 47,264.00	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 9,110.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 47,264.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD ON: 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2019/2020

HBUHSD Contract # W20115

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY - ORANGE	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	2190 N. CANAL STREET ORANGE, CA 92865	
LEA Cnse Manager	NOELL SCOTT		Phone	714-998-6571	Fax
			E-Mail	www.olivecrest.org	
Student Last Name		Student First Name	Program Contact Name		NINA E. FRANKMAN, LMFT DIRECTOR OF SPECIAL EDUCATION
D.O.B.		I.D. #	Phone	714-998-6571, ext. 1508	Fnx
			E-Mail	Nina-Frankman@olivecrest.org	
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/ Guardian Last Name		Parent/ Guardian First Name	Number of Days	180	Number of Weeks
					38
Address City, State Zip			Education Schedule – Extended School Year		
			Number of Days	20	Number of Weeks
					5
			Contract Begins	07/01/19	Ends
					06/30/20
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on:		06/27/19

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg. School Year	ESY	
A. BASIC EDUCATION		X			\$ 190.77	PER DIEM	180	20	\$ 38,154.00
B. RELATED SERVICES									
1. Transportation						Zone 2			
a. Paid to NPS/A		X			\$ 56.08/day	1 RT/Daily	180	20	\$ 11,216.00
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	38	5	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	38	5	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST		\$ 49,370.00	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 11,216.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 49,370.00

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON: 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2019/2020

HBUHSD Contract # W20116

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY - GARDEN GROVE		
Address	10055 SLATER AVENUE		Address	2190 N. CANAL STREET		
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	ORANGE, CA 92865		
LEA Case Manager	NOELL SCOTT		Phone	714-998-6571	Fax	714-998-6573
			E-Mail	www.olivecrest.org		
Student Last Name		Student First Name	Program Contact Name	NINA E. FRANKMAN, LMFT DIRECTOR OF SPECIAL EDUCATION		
D.O.B.		I.D. #	Phone	714-998-6571, ext. 1508	Fax	714-998-6573
			E-Mail	Nina-Frankman@olivecrest.org		
Grade Level		Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	180	Number of Weeks	38
Address			Education Schedule – Extended School Year			
City, State Zip			Number of Days	20	Number of Weeks	5
			Contract Begins	07/01/19	Ends	06/30/20
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on:			06/27/19

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 190.77	PER DIEM	180	20	\$ 38,154.00
B. RELATED SERVICES									
1. Transportation						Zone 2			
a. Paid to NPS/A		X			\$ 56.08/day	1 RT/Daily	180	20	\$ 11,216.00
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	38	5	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	38	5	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2019/2020

HBUHSD Contract # W20116

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST		\$ 49,370:00	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 11,216.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 49,370.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly Trimester Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON: 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
 Verbal Behavior Associates, Inc.

 Nonpublic School/Agency

LEA,
 Fountain Valley School District

By: _____
 Signature Date

 Name and Title of Authorized Representative

By: _____
 Signature Date
 Dr. Mark Johnson, Superintendent

 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

 Name
 Verbal Behavior Associates, Inc.

 Nonpublic School/Agency/Related Service Provider

 Address

 City State Zip

 Phone Fax

 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Verbal Behavior Associates, Inc. CONTRACTOR NUMBER W20117 2019-2020
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Language and Speech Therapy – Clinic	_____	_____
b. Language and Speech Therapy – School/Home (Off Site)	_____	_____
c. Language and Speech Therapy – Group	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate (Off Site)	_____	_____
(2) a. Occupational Therapy – Clinic	_____	_____
b. Occupational Therapy – School/Home (Off Site)	_____	_____
c. Occupational Therapy – Group	_____	_____
d. Occupational Therapy – Per diem	_____	_____
e. Occupational Therapy – Consultation Rate (Off Site)	_____	_____
(3) a. Physical Therapy – Clinic	_____	_____
b. Physical Therapy – School/Home (Off Site)	_____	_____
c. Physical Therapy – Group	_____	_____
d. Physical Therapy – Per diem	_____	_____
e. Physical Therapy – Consultation Rate (Off Site)	_____	_____
(4) a. Behavior Intervention – BII / BID Services	\$ 50.00	Per Hour
b. Behavior Intervention – Supervision / Consultation	\$ 100.00	Per Hour

2019/2020

HBUHSD Contract # W20118

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	VERBAL BEHAVIOR ASSOCIATES, INC.	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	15373 INNOVATION DRIVE, SUITE 200 SAN DIEGO, CA 92128	
LEA Case Manager	JENNY MC CANN		Phone	858-699-7579	Fax
			E-Mail	ADMIN@VBASANDIEGO.COM	
Student Last Name	Student First Name	Program Contact Name		SUSAN TILLMAN, SITE ADMINISTRATOR	
D.O.B.	I.D. #	Phone	858-699-7579	Fax	858-726-6021
		E-Mail	WWW.VBASANDIEGO.COM		
Grade Level	Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days		Number of Weeks	
Address City, State Zip	Education Schedule – Extended School Year				
		Number of Days		Number of Weeks	
Home Phone	Business/Mobile Phone	Contract Begins	07/01/19	Ends	06/30/20
		Master Contract Approved by the Governing Board on:		06/27/19	

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy - Group									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult			X		\$100.00/hr	4x60min/mo	10	1	\$ 4,400.00
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
A + B TOTAL COST									\$ 4,400.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 4,400.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 4,400.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD OF 06/27/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

VERBAL BEHAVIOR ASSOCIATES, INC.

 (Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT

 (Name of School District)

 (Contracting Officer's Signature) (Date)

 (Signature) (Date)

 (Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT

 (Name of Superintendent or Authorized Designee)