



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**October 10, 2019**

- CALL TO ORDER: 5:00PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_\_  
2<sup>nd</sup> \_\_\_\_  
V \_\_\_\_

**BOARD WORKSHOPS**

**1. MEASURE O CONSTRUCTION UPDATE ON PHASE 1 AND PHASE 2 SCHOOLS**

Christine Fullerton, Assistant Superintendent of Business Service and Joe Hastie, Director of Maintenance and Facilities will an update to the Board of Trustees on Measure O construction at Phase 1 and Phase 2 schools.

**2. ANNUAL UPDATE OF LOCAL INDICATORS FOR CALIFORNIA SCHOOL DASHBOARD**

Steve McLaughlin, Assistant Superintendent, Educational Services and Jerry Gargus, Director, Educational Services will present the Annual Update of Local Indicators for California School Dashboard.

- 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*

*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.*

Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case
- 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 Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Seller), and Brookfield Homes Southern California LLC (Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with proposed sale of the identified Property.

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

### SPECIAL PRESENTATIONS

#### **3. CELEBRATION OF DISTRICT TEACHER OF THE YEAR, NICOLE HUNTER; CLASSIFIED EMPLOYEE OF THE YEAR, VANESSA LARIOS; AND ADMINISTRATOR OF THE YEAR, MONA GREEN**

The Fountain Valley School District is please to honor our 2019 District Teacher of the Year, Tamura Elementary School second grade teacher, Nicole Hunter; 2019 Classified Employee of the Year, Extended School Program coordinator at Newland Elementary School , Vanessa Larios; and 2019 Administrator of the Year,

Child Care Program Director, Mona Green. The Board of Trustees will join staff and the community in celebrating these amazing women for this very much deserved recognition.

## **BOARD REPORTS AND COMMUNICATIONS**

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

## **PUBLIC HEARINGS**

### **4. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input is welcome.

### **5. PUBLIC HEARING ON INITIAL CONTRACT PROPOSALS BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2019-20**

A public hearing shall be held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2019-20 school year. Public input is welcome.

## **PUBLIC COMMENTS**

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

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

## **LEGISLATIVE SESSION**

### **6. RESOLUTION 2020-02: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 10, 2019, each pupil in the District in kindergarten through grade

8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: mathematics, science, history-social science and English/language arts, including the English language development component of an adopted program, and visual and performing arts.

Superintendent's Recommendation: It is recommended that the Board of Trustees hereby certifies through adoption of Resolution 2020-02 that each pupil in the Fountain Valley School District has been provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts, including the English language development component of an adopted program, and visual and performing arts.

**7. RESOLUTION 2020-03: AUTHORIZATION FOR TEACHING CREDENTIALS 2019-2020 SCHOOL YEAR**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

The Governing Board of a school district, by Resolution, may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class below grade 9, provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught. In addition, the Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential to be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2020-03 to approve the teaching assignments listed in the attached.

**8. RESOLUTION 2020-04 RECOGNITION OF OCTOBER 2019 AS DYSLEXIA AWARENESS MONTH**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia in order to ensure success for every student with dyslexia.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2020-04 recognizing October 2019 as Dyslexia Awareness Month in the Fountain Valley School District.

**9. RESOLUTION 2020-05 REQUESTING FINANCIAL ASSISTANCE FROM COUNTY OF ORANGE AND THEIR RECEIPT OF THE MENTAL HEALTH SERVICES ACT FUNDS (PROP 63 2004) AS APPROVED BY THE COUNTY BOARD OF SUPERVISORS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_



Resolution 2020-05 is in support of gaining access to Mental Health Services Act funds (Proposition 63 2004), as a source of new ongoing funds to districts that will focus on student mental wellness. The funding is currently approved and dispensed by the County Board of Supervisors.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2020-05 Requesting Financial Assistance from County of Orange and their receipt of the Mental Health Services Act Funds (Prop 63 2004) as approved by the County Board of Supervisors.

## **10. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

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

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

### **Routine Items of Business**

- 10-A.** Board Meeting Minutes from September 5<sup>th</sup> regular meeting
- 10-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 10-C.** Donations
- 10-D.** Warrants
- 10-E.** Purchase Order Listing
- 10-F.** Transfers and Adjustments

### **Consent Items**

#### **10-G. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2019-20 year and approves its submittal to the Orange County Department of Education.

#### **10-H. RECEIPT OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #358 INITIAL PROPOSAL FOR 2019-2020**

Superintendent's Comments: It is recommended that the Board of Trustees receives the 2019-2020 initial contract proposals of the California School Employees Association and its Chapter 358.

**10-I. PRESENTATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S 2019-2020 PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #358**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2019-2020 initial contract proposals of the Fountain Valley School District to California School Employees Association and its Chapter #358.

**10-J. APPROVE SANDY PRINGLE ASSOCIATES INSPECTION CONSULTANTS TO PROVIDE INSPECTION SERVICES FOR THE MEASURE O HVAC AND MODERNIZATION PROJECTS**

Superintendent's Comments: It is recommended that the Board of Trustees approves Sandy Pringle Associates Inspection Consultants to provide inspection services for the Measure O HVAC and Modernization Projects.

**10-K. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-2020 D**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 D.

**10-L. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-2020 E**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 E.

**10-M. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-2020 F**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 F.

**10-N. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-2020 G**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 G.

**10-O. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-2020 H**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 H.

**10-P. REPORT ON ANNUAL UPDATE OF LOCAL INDICATORS FOR CALIFORNIA SCHOOL DASHBOARD**

Superintendent's Comments: It is recommended that the Board of Trustees accepts the report on the 2019-20 California Dashboard Local Indicators presented during the Board Study Session on October 10, 2019.

**10-Q. APPROVE THE EXTENSION OF THE CONTRACT WITH LEE & ASSOCIATES COMMERCIAL REAL ESTATE SERVICES INC., FOR BROKER SERVICES IN THE LEASING OF SUITES AT THE DISTRICT OFFICE THROUGH SEPTEMBER 2020**

Superintendent's Comments: It is recommended that the Board of Trustees approves the extension of the contract with Lee & Associates Commercial Real Estate Services, Inc., for broker services in the leasing of suites at the District Office, through September 2020.

**10-R. INSTRUCTION MATERIALS PILOT DISTRICT PARTNERSHIP AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR MIDDLE SCHOOL SCIENCE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with Amplify Education, Inc. for middle school science.

**10-S. INSTRUCTION MATERIALS PILOT DISTRICT PARTNERSHIP AGREEMENT WITH NATIONAL GEOGRAPHIC LEARNING FOR MIDDLE SCHOOL HISTORY/SOCIAL STUDIES**

Superintendent's Comments: It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with National Geographic Learning for middle school history/social studies.

**10-T. INSTRUCTION MATERIALS PILOT DISTRICT PARTNERSHIP AGREEMENT WITH TWIG SCIENCE FOR ELEMENTARY SCIENCE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with Twig Science for elementary science.

**10-U. APPROVE THE CONTRACT WITH CHAPMAN COAST ROOFING FOR THE REROOFING OF COURREGES MODULAR BUILDINGS COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Courreges Elementary School – Modular Buildings complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

**10-V. APPROVE THE CONTRACT WITH CHAPMAN COAST ROOFING FOR THE REROOFING OF MASUDA MODULAR BUILDINGS COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Masuda Middle School – Modular Buildings complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

#### **10-W. APPROVAL OF EMPLOYEE ASSISTANCE PROGRAM AGREEMENT WITH U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and U.S. Behavioral Health Plan, California for the 2020 and 2021 calendar years, effective January 1, 2020.

#### **10-X. 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  |
|-------------------------------------|--------------------|------------------|
| Secure Transportation Company, Inc. | \$10,800           | 9/4/19-6/30/20   |
| Speech Bananas, Inc.                | \$1,300            | 10/11/19-6/30/20 |
| 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                 | \$278              | 7/1/19-6/30/20   |
| Olive Crest Academy                 | \$340              | 7/1/19-6/30/20   |
| Olive Crest Academy                 | (\$1,828)          | 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, November 7, 2019 at 6:30pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://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 October 10, 2019



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: **MEASURE O CONSTRUCTION UPDATE ON PHASE 1 AND  
PHASE 2 SCHOOLS**  
DATE: October 4, 2019

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**Background:**

Christine Fullerton, Assistant Superintendent of Business Service and Joe Hastie, Director of Maintenance and Facilities will an update to the Board of Trustees on Measure O construction at Phase 1 and Phase 2 schools.

Board meeting of October 10, 2019



Fountain Valley School District  
Educational Services Division

M E M O R A N D U M

TO: Board of Trustees  
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services  
SUBJECT: **ANNUAL UPDATE OF LOCAL INDICATORS FOR CALIFORNIA  
SCHOOL DASHBOARD**  
DATE: October 7, 2019

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**Background:**

Steve McLaughlin, Assistant Superintendent, Educational Services and Jerry Gargus, Director, Educational Services will present the Annual Update of Local Indicators for California School Dashboard.

Board meeting of October 10, 2019



Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **CELEBRATION OF DISTRICT TEACHER OF THE YEAR,  
NICOLE HUNTER; CLASSIFIED EMPLOYEE OF THE YEAR,  
VANESSA LARIOS; AND ADMINISTRATOR OF THE YEAR,  
MONA GREEN**  
DATE: October 4, 2019

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**Background:**

The Fountain Valley School District is please to honor our 2019 District Teacher of the Year, Tamura Elementary School second grade teacher, Nicole Hunter; 2019 Classified Employee of the Year, Extended School Program coordinator at Newland Elementary School , Vanessa Larios; and 2019 Administrator of the Year, Child Care Program Director, Mona Green. The Board of Trustees will join staff and the community in celebrating these amazing women for this very much deserved recognition.



**NOTICE OF PUBLIC HEARING**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**CERTIFICATION OF PROVISIONS OF**  
**STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 10, 2019 at 6:30 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT



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# **NOTICE OF PUBLIC HEARING**

FOUNTAIN VALLEY SCHOOL DISTRICT

## **INITIAL CONTRACT PROPOSAL BETWEEN FVSD AND CSEA CHAPTER 358 FOR 2019-20**

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on October 10, 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 initial contract proposal between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2019-20 school year.

Public input is welcomed.

**FOUNTAIN VALLEY SCHOOL DISTRICT**

Cathie Abdel

Assistant Superintendent, Personnel



Fountain Valley School District  
Educational Services

**M E M O R A N D U M**

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: RESOLUTION 2020-02: CERTIFICATION OF PROVISION OF  
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS  
DATE: October 4, 2019

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**Background:**

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 10, 2019, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program
- Visual and performing arts

The required public hearing concerning adequate textbooks and Board Resolution are agendaized for the Board meeting of October 10, 2019. Certification shall also be approved by the Board of Trustees at this meeting.

**Fiscal Impact:**

The instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

**Recommendation:**

It is recommended that the Board of Trustees shall hereby certify that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts, including the English language development component of an adopted program, and visual and performing arts.

RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING  
BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS  
AND INSTRUCTIONAL MATERIALS FOR 2019/20

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing will be held on October 10, 2019, at 6:30 p.m., which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2019/20 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2019/20 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES:                      Members:

NOES:                     Members:

ABSENT:                 Members:

STATE OF CALIFORNIA    )

COUNTY OF ORANGE      )

I hereby certify that the foregoing Resolution was duly and regularly adopted by the

Fountain Valley School District Board of Trustees at a regular meeting of the said board held

at Fountain Valley, California on the 10<sup>th</sup> day of October, 2019.

ATTEST:

\_\_\_\_\_  
Ian Collins, President

\_\_\_\_\_  
Mark Johnson, Ed.D., Secretary, Board of Trustees

**Resolution #2020-02**



## FOUNTAIN VALLEY SCHOOL DISTRICT

### MEMORANDUM

TO : Board of Trustees  
FROM : Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT : **RESOLUTION 2020-03: AUTHORIZATION FOR  
TEACHING CREDENTIALS 2019-2020 SCHOOL YEAR**  
DATE : September 24, 2019

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#### **Background:**

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

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

#### **Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-03 to approve the teaching assignments listed.

# FOUNTAIN VALLEY SCHOOL DISTRICT

## RESOLUTION NO 2020-03

### EDUCATION CODES 44256(b), 44258.2

### Authorization for Teaching Credentials

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

|                    |  |
|--------------------|--|
| Darrah, Kristin    | English/Reading                            |
| Fouse, Erin        | History/Social Science                     |
| Gharios, Malia     | Math                                       |
| Hall, Scott        | History/Social Science                     |
| James, Brooke      | English/ History/Social Science /Art/Drama |
| Phillips, Jody     | English/ History/Social Science            |
| Robinson, Ashley   | English/Reading                            |
| Trestik, Staci     | English/ History/Social Science            |
| Trimm, Amy         | English                                    |
| Walton, Lorri      | Math, Spanish                              |
| Woo, Linda         | Math                                       |
| Yang, Connie       | Life Science; Earth Science                |
| Zambanini, Rebecca | History/Social Science                     |

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

|               |                        |
|---------------|------------------------|
| Fockler, Beth | History/Social Science |
|---------------|------------------------|

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Governing Board of the Fountain Valley School District hereby approves the following teaching assignments per Education Code 44256 (b), and Education Code 44258.2 for the 2019-2020 school year.

*PASSED AND ADOPTED By the Governing Board on October 10, 2019 by the following vote:*

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

**COUNTY OF ORANGE** )

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

**WITNESSED** my hand this 10<sup>th</sup> day of October, 2019.

Clerk of the Governing Board





SO: 2019-20/B20-13  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **RESOLUTION 2020-04 RECOGNITION OF OCTOBER 2019 AS  
DYSLEXIA AWARENESS MONTH**  
DATE: October 4, 2019

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**Background:**

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia in order to ensure success for every student with dyslexia.

**Fiscal Impact:**

There is no fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-04 recognizing October 2019 as Dyslexia Awareness Month in the Fountain Valley School District.



Fountain Valley School District

## **RESOLUTION NUMBER 2020-04**

Resolution of the Board of Trustees of the Fountain Valley School District  
in Support of October as National Dyslexia Awareness Month

**WHEREAS**, Fountain Valley School District recognizes that our children are our most valuable resource and we must provide opportunities for all students to learn and grow;

**WHEREAS**, the United States Department of Health defines dyslexia as an inheritable and highly prevalent language-based disability affecting 1 in 5 individuals;

**WHEREAS**, dyslexia—meaning “difficulty with words”—is one of the several distinct learning disabilities and is characterized by challenges in processing language when decoding oral and written words;

**WHEREAS**, dyslexia deeply affects a student’s ability to read, write, spell and comprehend and may also affect a student’s overall well-being;

**WHEREAS**, with proper identification, appropriate instruction, accommodation, access to assistive technologies, support from families, teachers and friends, individuals with dyslexia can excel in school and employment;

**WHEREAS**, our District works to inform and empower families and educators with the most current research-based practices to promote literacy development and to prepare students for a hopeful and productive future;

**WHEREAS**, our District recognizes the many gifts and strengths associated with dyslexia, including entrepreneurship, creative thinking, and excellence in the arts and sports;

**WHEREAS**, in an effort to assist parents, educators and individuals, the International Dyslexia Association has designated October as Dyslexia Awareness Month;

**THEREFORE, BE IT RESOLVED**, that the Fountain Valley School District does hereby proclaim October 2019, Dyslexia Awareness Month in the District, and encourages staff members, families, and the community to collaborate to raise awareness and understanding in so much as to identify, treat, and prevent problems associated with dyslexia.

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on October 10, 2019 and received the following vote:

*PASSED AND ADOPTED By the Governing Board on October 10, 2019 by the following vote:*

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

**STATE OF CALIFORNIA**            )  
  ) ss  
**COUNTY OF ORANGE**            )

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

**WITNESSED** my hand this 10<sup>th</sup> day of October, 2019.

---

Clerk of the Governing Board

*cf: Board Bylaw 9250*



SO: 2019-20/B20-14  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **RESOLUTION 2020-05 REQUESTING FINANCIAL ASSISTANCE  
FROM COUNTY OF ORANGE AND THEIR RECEIPT OF THE  
MENTAL HEALTH SERVICES ACT FUNDS (PROP 63 2004) AS  
APPROVED BY THE COUNTY BOARD OF SUPERVISORS**  
DATE: October 7, 2019

---

**Background:**

Resolution 2020-05 is in support of gaining access to Mental Health Services Act funds (Proposition 63 2004), as a source of new ongoing funds to districts that will focus on student mental wellness. The funding is currently approved and dispensed by the County Board of Supervisors.

**Fiscal Impact:**

Fiscal impact to be determined.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-05 Requesting Financial Assistance from County of Orange and their receipt of the Mental Health Services Act Funds (Prop 63 2004) as approved by the County Board of Supervisors.



Fountain Valley School District

## **RESOLUTION NUMBER 2020-05**

### **Resolution Requesting Financial Assistance from County of Orange and their receipt of the Mental Health Services Act Funds (Prop 63 2004) as approved by the County Board of Supervisors**

**WHEREAS**, the School Districts of Orange County have long been committed to providing improved mental health programs and services to students; and

**WHEREAS**, all students have the right to mental health treatment; and

**WHEREAS**, the Fountain Valley School District reaffirms its commitment to student mental health through the yearly Local Control Accountability Plan (LCAP); and

**WHEREAS**, the Fountain Valley School District encourages each community and agency of government support to make available mental health programs and services which will meet the needs of all children and youth; and

**WHEREAS**, the Fountain Valley School District is deeply concerned about the increasing number of children suffering from mental and emotional health and wellness conditions. According to the National Alliance on Mental Illness, 20% of youth ages 13-18 live with a mental health condition; and

**WHEREAS**, mental illness can negatively impact family life, personal happiness, acceptance of civic responsibility and completion of one's education; 37% of students with a mental health condition, age 14 and older, drop out of school – the highest dropout rate of any disability group; and

**WHEREAS**, schools and other educational agencies are feeling the adverse effects of mental illness on students, families and communities. The National School Boards Association reports, "The odds are, therefore, that every classroom in every school has at least one student with a mental health disorder. Of those who have a mental health disorder, only one out of five will received any treatment." The majority of young people who do receive mental health treatment do so at school; and

**WHEREAS**, mental illness and disorders affect so many children and teens ages 6-17 that 79% of them do not receive mental health care. The average delay between onset of symptoms and intervention is 8-10 years and 90% of youth ages 10-24 that died by suicide had an underlying mental illness;

**THEREFORE, BE IT RESOLVED**, that the Fountain Valley School District does hereby request financial assistance from the County of Orange and their receipt of the

Mental Health Services Act Funds (Prop 63 2004) as approved by the County Board of Supervisors.

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on October 10, 2019 and received the following vote:

*PASSED AND ADOPTED By the Governing Board on October 10, 2019 by the following vote:*

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

**STATE OF CALIFORNIA** )  
 ) ss  
**COUNTY OF ORANGE** )

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

**WITNESSED** my hand this 10<sup>th</sup> day of October, 2019.

Clerk of the Governing Board

*cf: Board Bylaw 9250*

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**September 5, 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:** Mr. Cunneen moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Galindo

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.

- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Seller), and Brookfield Homes Southern California LLC (Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with a possible First Amendment to the Agreement for Purchase and Sale and Joint Escrow Instructions for the proposed sale of the identified Property.

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

Prior to the Board entering into Closed Session, Mr. Cunneen made the following statement:

"President Collins, I would like to state for the record that I have an attenuated potential conflict of interest regarding the Fred Moiola Property discussion and Agenda Item. Specifically, I am employed by the engineering firm Group Delta Consultants, which has done past business and is currently doing business with Brookfield Homes. Therefore, in an abundance of caution and to



avoid any appearance of impropriety, I will continue to abstain from participating in any motions, discussions, or voting related to this Property transaction. Additionally, I am recusing myself from any and all closed session discussion related to this Property transaction, as well as from the Boardroom before this item is discussed in open session for agendaized board action. I will return when these items have concluded. Thank you.”

Mr. Cunneen returned to the meeting at 6:30pm.

PLEDGE OF  
ALLEGIANCE

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

Mrs. Galindo led the Pledge of Allegiance.

### **SPECIAL PRESENTATIONS**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra reviewed for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2018-19. Mrs. Fullerton began by sharing the District’s Mission Statement. She then provided an overview of the State economy. Following this, Mrs. Fullerton reviewed the 2019-20 adopted State budget. Mr. Guerra then explained unaudited actuals and their place in the budget cycle. He reviewed 2018-19 General Fund revenues, estimated actuals versus unaudited actuals and sources of revenue. In addition, Mr. Guerra shared General Fund expenditures, 2018-19 estimated actuals versus unaudited actuals and expenditure categories. Mrs. Fullerton also provided a summary of the 2018-19 General Fund and a review of other District funds. In closing, she reviewed the timeline going forward.

UNAUDITED  
ACTUALS FOR  
FISCAL YEAR 2018-19  
(ORAL AND  
WRITTEN)

### **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Schultz did not have a report to share this evening.

Mrs. Galindo’s activities since the last meeting included: 2019 Leadership Advance. She thanked the staff for their preparation for this day, noting that she enjoyed the conversations at her table and in the room.

Mr. Cunneen’s activities since the last meeting included: 2019 Leadership Advance. He thanked staff for their preparation and presentation for the day, noting truly enjoying the day.

Mrs. Crandall thanked our Personnel Department for their countless hours in finding the right individuals to join the FVSD Family. Her activities since the last meeting included: 2019 Leadership Advance, new teacher orientation, Welcome Back breakfast, Summer Harvest final distribution, and double Eagle Scout ceremony.

Mr. Collins' activities since the last meeting included: 2019 Leadership Advance, Welcome Back breakfast, Kelly Obsborn Memorial Golf Tournament, and new teacher orientation. He thanked his fellow trustees for their service this month.

## **PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

**PUBLIC COMMENTS**

## **LEGISLATIVE SESSION**

Mr. Cunneen made the following statement:

"President Collins, I would like to state for the record that I have an attenuated potential conflict of interest regarding the Fred Moiola Property discussion and Agenda Item. Specifically, I am employed by the engineering firm Group Delta Consultants, which has done past business and is currently doing business with Brookfield Homes. Therefore, in an abundance of caution and to avoid any appearance of impropriety, I will continue to abstain from participating in any motions, discussions, or voting related to this Property transaction. Additionally, I am recusing myself from any and all closed session discussion related to this Property transaction, as well as from the Boardroom before this item is discussed in open session for agendaized board action. I will return when these items have concluded. Thank you."

**ACTION TO  
APPROVE A FIRST  
AMENDMENT TO  
AGREEMENT FOR  
PURCHASE AND  
SALE AND JOINT  
ESCROW  
INSTRUCTIONS  
(FORMER FRED  
MOIOLA SITE)**

Mr. Cunneen left the meeting at 7:05pm.

Motion: Mrs. Crandall moved to 1) approve the "First Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions" between the District and Brookfield Homes Southern California LLC.; 2) delegate authority to the Superintendent, or a designee, to execute the First Amendment, and take any action necessary to effectuate the terms of the Amendment.

Second: Mrs. Galindo

Vote: 4-0 (Absent: Cunneen)

Mr. Cunneen returned to the meeting at 7:09PM.

**Motion:** Mrs. Schultz moved to approve the Consent Calendar.

CONSENT  
CALENDAR

Second: Mr. Cunneen

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from August 8<sup>th</sup> Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Transfers and Adjustments
- Resolution 2020--01: Gann Amendment Appropriations Limitation
- 2018-19 Capital Facilities Fund / Developer Fees
- Approve The Contract With West Coast Air Conditioning Co., Inc. For HVAC And Modernization At Courreges School Complete And Authorize Staff To File The Appropriate Notices Of Completion
- Approve The Contract With Golden State Paving Co., Inc. For The Asphalt Paving At Courreges Elementary School Complete And Authorize Staff To File The Appropriate Notices Of Completion
- Approve The Contract With Chapman Coast Roofing For The Reroofing Of Plavan Elementary School Complete And Authorize Staff To File The Appropriate Notices Of Completion
- Board Policy 1240 Volunteer Assistance (Second Reading And Adoption)
- Unaudited Actuals For Fiscal Year Ending 2018-19
- Approval Of Contract Between Fountain Valley School District And Kristine Mraz/Be The Change Consulting To Literacy Best Practice At Oka School
- Approve Change Order #1 For The Cox Elementary School Measure O HVAC And Modernization Project
- Approve Change Order #1 For The Fulton Middle School Measure O HVAC And Modernization Project

- Approve Change Order #1 For The Tamura Elementary School Measure O HVAC And Modernization Project
- Approval Of Contract Between Fountain Valley School District And Michelle McHale To Support High Level Reading And Writing Instruction At Tamura School
- Approval Of Contract For One Additional Year Of The Reading Plus Intervention Program At Talbert Middle School
- Submission Of An St Math School Grants Program Scholarship Application To Fund A Portion Of The Cost For ST Math For The FVSD's 10 Schools
- Non-Public Agency Contracts

| Non-Public School/Agency             | 100% Contract Cost | Effective Dates |
|--------------------------------------|--------------------|-----------------|
| Secure Transportation Co., Inc.      | \$36,000           | 8/29/19-6/30/20 |
| Scott Larsen                         | \$4,000            | 8/13/19-6/30/20 |
| Olive Crest Academy                  | \$44,214.06        | 8/26/19-6/30/20 |
| Oliva Crest NPA                      | N/A                | 7/1/19-6/30/20  |
| Olive Crest NPA                      | \$15,000           | 8/26/19-1/31/20 |
| Olive Crest Academy                  | \$2,000            | 9/6/19-6/30/20  |
| Cornerstone Therapies                | \$1,500            | 9/6/19-6/30/20  |
| Professional Tutors of America, Inc. | N/A                | 7/1/19-6/30/20  |
| Professional Tutors of America, Inc. | \$1,500            | 9/6/19-1/31-20  |
| Professional Tutors of America, Inc. | \$3,112.50         | 9/6/19-12/31/19 |

## **SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson      Provided a review of the events since the last Board meeting, noting the great amount of work and accomplishments since August 8<sup>th</sup> including: principals returning, 2019 Leadership Advance, Welcome Back breakfast, new teacher orientation, professional development, completion of construction at Masuda and additional advances in our construction projects, and students returning yesterday. In addition, all sites noted that this is one of the smoothest openings that we have had. In closing, he thanked Mr. Hastie, commending his management of five construction projects in addition to his management of our Maintenance and Operations division.

## **ADJOURNMENT**

**Motion:**      Mr. Cunneen moved to adjourn the meeting at 7:17PM.

**Second:**      Mrs. Galindo

**Vote:**      5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
October 10, 2019**

**1.0 EMPLOYMENT FUNCTIONS:**

- 1.0 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED RE- EMPLOYMENT ON TEMPORARY CONTRACT FOR THE FOLLOWING CERTIFICATED EMPLOYEE FOR THE 2019-2020 SCHOOL YEAR EFFECTIVE 08/29/2019.

| <u>EMPLOYEE</u>     | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>FTE</u> |
|---------------------|-------------------|-----------------|------------|
| 1.1.1 Cowper, Katie | Kindergarten      | Oka             | 1.0        |

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDERS FOR YEAR ONE AND YEAR TWO CANDIDATES FOR 2019-2020 SCHOOL YEAR.

| <u>EMPLOYEE</u>               | <u>ASSIGNMENT</u>                           | <u>AMOUNT</u>           | <u>BUDGET</u>    |
|-------------------------------|---|-------------------------|------------------|
| 1.2.1 Lewis, Kathy            | Lead Support Provider<br>(for 9 Candidates) | \$2,300 (less benefits) | 01-601-9275-1115 |
| 1.2.2 Blanchard, Kelly        | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.2.3 Cassidy, Kimberly       | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.2.4 Craig, Jessica          | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.2.5 Johnston, Terry         | Support Provider for 2                      | \$3,600 (less benefits) | 01-601-9275-1115 |
| 1.2.6 Lewis, Kathy            | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.2.7 Mullen, Katie           | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-11   |
| 1.2.8 Thomas-Shepard,<br>Kara | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.2.9 Trestik, Staci          | Support Provider for 1                      | \$1,800 (less benefits) | 01-601-9275-1115 |

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SCHOOL PSYCHOLOGIST INTERNS FOR THE 2019-2020 SCHOOL YEAR.

| <u>NAME</u>                   | <u>LOCATION</u> |
|-------------------------------|-----------------|
| 1.3.1 Addington, Emily        | Oka/Talbert     |
| 1.3.2 Arreguin, Jennifer      | Gisler/Newland  |
| 1.3.3 Hanson, Megan           | Masuda/Plavan   |
| 1.3.4 Sebastian-Ordaz, Ashley | Cox/Tamura      |

**2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

- 2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING AGREEMENT WITH VANGUARD UNIVERSITY, EFFECTIVE SEPTEMBER 3, 2019.
- 2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT LEARNING ACTIVITY PLACEMENT AGREEMENT WITH CSUF UNIVERSITY, EFFECTIVE SEPTEMBER 5, 2019.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
October 10, 2019**

**3.0 EMPLOYMENT FUNCTIONS**

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

|        | <b><u>EMPLOYEE</u></b> | <b><u>LOCATION</u></b> | <b><u>ASSIGNMENT</u></b> | <b><u>EFFECTIVE</u></b> |
|--------|------------------------|------------------------|--------------------------|-------------------------|
| 3.1.1  | Walker, Brooke         | Oka                    | Preschool Assistant      | 09/04/2019              |
| 3.1.2  | Guererro, Stephanie    | Transportation         | Bus Driver               | 09/16/2019              |
| 3.1.3  | Valle, Melissa         | Masuda                 | Noon Duty Aide           | 09/11/2019              |
| 3.1.4  | Austin, Jamie          | Masuda                 | Noon Duty Aide           | 09/09/2019              |
| 3.1.5  | Wells, Emihlie         | Plavan                 | Noon Duty Aide           | 09/06/2019              |
| 3.1.6  | Williams, Pamela       | Plavan                 | Noon Duty Aide           | 09/09/2019              |
| 3.1.7  | Mio, Cheryl            | Tamura                 | Noon Duty Aide           | 09/09/2019              |
| 3.1.8  | Fromson, Karen         | Gisler                 | Noon Duty Aide           | 09/09/2019              |
| 3.1.9  | Liger, Robyn           | Tamura                 | Instructional Assistant  | 09/04/2019              |
| 3.1.10 | Laguna, Devyn          | Plavan                 | ESP Assistant            | 09/04/2019              |
| 3.1.11 | White, Anne            | Gisler                 | ESP Assistant            | 09/04/2019              |
| 3.1.12 | Josephson, Sachi       | Gisler                 | Noon Duty Aide           | 09/13/2019              |
| 3.1.13 | Mercado, Cynthia       | Tamura                 | Noon Duty Aide           | 09/19/2019              |
| 3.1.14 | Caro, Leticia          | Masuda                 | Noon Duty Aide           | 09/04/2019              |
| 3.1.15 | Chisnall, Rachel       | Courreges              | Instructional Assistant  | 09/23/2019              |

**3.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:**

|       | <b><u>EMPLOYEE</u></b> | <b><u>LOCATION</u></b> | <b><u>ASSIGNMENT</u></b> | <b><u>REASON</u></b> | <b><u>EFFECTIVE</u></b> |
|-------|------------------------|------------------------|--------------------------|----------------------|-------------------------|
| 3.2.1 | Willoughby, Lisa       | Gisler                 | IA Moderate/Severe       | Personal             | 09/18/2019              |
| 3.2.2 | Sy, Kristel            | Courreges              | ESP Instructor           | Personal             | 10/08/2019              |
| 3.2.3 | Reither, Marie         | Newland                | IA Moderate/Severe       | Sick Leave           | 09/04/2019              |
| 3.2.4 | Chin, Sandra           | Cox                    | IA Kinder                | Sick Leave           | 9/11/2019               |
| 3.2.5 | Trinh, Nien            | Fulton                 | Food Service Worker      | Parental Leave       | 10/1/2019               |

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

|       | <u>EMPLOYEE</u>   | <u>LOCATION</u> | <u>ASSIGNMENT</u>               | <u>EFFECTIVE</u> |
|-------|-------------------|-----------------|---------------------------------|------------------|
| 3.3.1 | Arnett, Autumn    | Talbert         | Food Service Worker             | 09/13/2019       |
| 3.3.2 | Vargas, Marilyn   | Newland         | Behavior Intervention Assistant | 06/20/2019       |
| 3.3.3 | Valle, Melissa    | Masuda          | Noon Duty Aide                  | 09/24/2019       |
| 3.3.4 | Hernandez, Brenda | Fulton          | IA Mild/Moderate                | 10/11/2019       |

3.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE PROMOTION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

|       | <u>EMPLOYEE</u> | <u>PREVIOUS CLASS</u> | <u>PROMOTION TO</u>  | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------------|----------------------|------------------|
| 3.4.1 | Perez, Natalie  | Preschool Assistant   | Preschool Instructor | 09/04/2019       |
| 3.4.2 | Brown, Rebecca  | ESP Assistant         | ESP Instructor       | 09/04/2019       |

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

October 10, 2019

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

**4.0     APPROVAL OF ADDITIONAL DUTY REQUESTS**

|      | <u>NAME</u>   | <u>ASSIGNMENT</u>   | <u>SALARY</u>   | <u>BUDGET</u>  | <u>DATE</u>                             |
|------|---|---|---|----------------|---|
| 4.1  | BRIGNARDELLO, Alyssa<br>(Fulton)  | Cheer Advisor   | \$1,000 stipend +<br>benefits   | 011272975-1115 | 2019/2020 school year                   |
| 4.2  | ROSE, Jennifer<br>(Fulton)  | Activities Director<br>& ASB Advisor                          | \$2,000 stipend +<br>benefits   | 011272975-1115 | 2019/2020 school year                   |
| 4.3  | NGUYEN, Thao<br>(Fulton)  | ASB Bookkeeper  | \$2,000 stipend +<br>benefits   | 011272975-2415 | 2019/2020 school year                   |
| 4.4  | CLARK, Christina<br>LIM, Frieda<br>MCLEMORE, Katherine<br>SIEMENS, Jeff<br>SMITH, Mary<br>WEIRETER, Dan<br>ZAHEDI, Jeff<br>(Masuda)   | Sports Coach for<br>one or more<br>District<br>tournaments    | \$250 stipend +<br>benefits per sport                                 | 010144989-1115 | 2019/2020 school year                   |
| 4.5  | AYALDE, Samantha<br>(Masuda)  | Student Council<br>Advisor                                    | \$2,000 stipend +<br>benefits   | 012724975-1115 | 2019/2020 school year                   |
| 4.6  | SMITH, Mary<br>(Masuda)   | Cheer Coach   | \$1,000 stipend +<br>benefits   | 010144989-1115 | 2019/2020 school year                   |
| 4.7  | SPIRK, Nancy<br>(Masuda)  | Student Council<br>Bookkeeper                                 | \$500 stipend +<br>benefits (1/4 of<br>stipend)                       | 012724975-2413 | 2019/2020 school year                   |
| 4.8  | GAULDIN, Sue (CR)<br>HARVEST, Emily (CX)<br>TRESTIK, Staci (FUL)<br>DILLON, Kate (GIS)<br>TRILLO, Michelle (GIS)<br>JARA, Amy (MAS)<br>DAVIS, Jeanne (NEW)<br>VANASSE, Cindy (OKA)<br>CRAIG, Jessica (PLA)<br>RUTTER, Kelly (PLA)<br>HALE, Alyson (TAL)<br>(Support Services) | School Site<br>Prevention<br>Coordinator                      | \$1,000 stipend per<br>school site<br>Total of stipends is<br>\$9,000 | 012679962-1115 | 2019/2020 school year                   |
| 4.9  | DAVIS, Mary Jo (CR)<br>SMITH, Kellie (CX)<br>TRESTIK, Staci (FUL)<br>JARA, Amy (MAS)<br>KNOTTS, Kim (NEW)<br>VANASSE, Cindy (OKA)<br>CRAIG, Jessica (PLA)<br>ROBINSON, Ashly (TAL)<br>SHIN, Ana (TAM)<br>(Support Services)   | 504 Coordinator<br>at their school site                       | \$1,000 stipend per<br>school site<br>Total of stipends is<br>\$9,000 | 012299967-1115 | 2019/2020 school year                   |
| 4.10 | MCFERRAN, Allyson (MAS)<br>(Support Services)   | District counselor to<br>provide TUPE<br>services to students | \$3,000   | 012539961-1255 | September 4, 2019 thru<br>June 18, 2020 |



4.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS, continued**

|      |   |  |   |                |                       |
|------|---|--|---|----------------|-----------------------|
| 4.11 | HISGEN, Jennifer (CR)<br>BUCK, Niki (CX)<br>NEGRO, Carrie (FUL)<br>YAMABE, Kevin (FUL)<br>LOPEZ, Penny (GIS)<br>JARA, Amy (MAS)<br>WANTINK, Jenna (NEW)<br>MOUSSA-ZAHAB, Jeanie(OK)<br>VOSS, Lauren (PLA)<br>MARBUT, Jeff (TAL)<br>OSBORNE, Daryl (TAM)<br>(Technology) | Technology<br>Coordinator for<br>their school site | Not to exceed<br>\$1,500 per<br>school site<br>Total of stipends is<br>\$15,000 | 010059077-1115 | 2019/2020 school year |
|------|---|--|---|----------------|-----------------------|

5.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

|     | <u>NAME</u>                  | <u>ASSIGNMENT</u>   | <u>SALARY</u> | <u>BUDGET</u>             | <u>DATE</u>           |
|-----|------------------------------|---|---------------|---------------------------|-----------------------|
| 5.1 | LIMBACH, Lauren<br>(Fulton)  | Will teach cheer techniques<br>and yells to Fulton<br>cheerleaders for district-<br>wide sports tournaments | \$25 per hour | Fulton Student<br>Council | 2019/2020 school year |
| 5.2 | TORRES, Jonathan<br>(Fulton) | DJ to provide entertainment<br>at school-wide dances  | \$275.00      | Fulton Student<br>Council | 2019/2020 school year |

6.0 **CONFERENCE/WORKSHOP ATTENDANCE**

|     | <u>NAME</u>                | <u>ATTENDING</u>                           | <u>LOCATION</u> | <u>COST</u> | <u>BUDGET</u>  | <u>DATE</u>             |
|-----|----------------------------|--|-----------------|-------------|----------------|-------------------------|
| 6.1 | WADHWANI, Sara<br>(Masuda) | Project Lead the Way<br>Green Architecture | El Segundo, CA  | \$1,255.66  | 015004975-5210 | July 11 - July 13, 2019 |

**REASON FOR LATE SUBMITTAL:** Information not made available at prior Board meetings.

# FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

**BOARD APPROVAL DATE: 10/10/2019**

| SCHOOL         | DONOR                   | AMOUNT     | DESCRIPTION / INTENDED USE                  |
|----------------|-------------------------|------------|---|
| <b>FULTON</b>  |                         |            |   |
|                | FV Community Foundation | \$45.00    | Principal's Discretion                      |
|                | CAF America             | \$97.04    | 4 cks - \$24.26 ea./ Principal's Discretion |
|                | Lytle Screenprinting    | \$5,534.50 | Principal's Discretion                      |
|                |                         |            |   |
|                |                         |            |   |
| <b>GISLER</b>  |                         |            |   |
|                | Gisler PTO              | \$2,000.00 | ST Math Renewal - 2019/20                   |
|                |                         |            |   |
| <b>MASUDA</b>  |                         |            |   |
|                | Tea Bar, FV             | \$76.91    | Classroom/Instructional Supplies            |
|                |                         |            |   |
| <b>TALBERT</b> |                         |            |   |
|                | Talbert PTO             | \$300.00   | Replacement Ck. For Field Trip Costs        |
|                |                         |            |   |
|                |                         |            |   |
|                |                         |            |   |
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|                |                         |            |   |
|                |                         |            |   |
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|                |                         |            |   |

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING OCTOBER 10, 2019**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 85461 - 85867

Dates: 8/29/2019 - 9/30/2019

|              |                      |                        |
|--------------|----------------------|------------------------|
| Fund 01      | General Fund         | 776,270.48             |
| Fund 12      | Child Development    | 47,477.38              |
| Fund 13      | Cafeteria            | 50,504.71              |
| Fund 14      | Deferred Maintenance | 333,498.87             |
| Fund 21      | GOB 2016 Election    | 504,880.93             |
| Fund 22      | GOB 2016 Election    | 4,266,900.91           |
| Fund 25      | Capital Facilities   | -                      |
| Fund 40      | Special Reserves     | 1,361,806.72           |
| Fund 68      | Worker Comp          | 79,502.75              |
| Fund 69      | Insurance            | 59,511.58              |
| <b>TOTAL</b> |                      | <b>\$ 7,480,354.33</b> |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

FROM 08/27/2019 TO 09/30/2019

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>                  | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20M4122             | TIME AND ALARM SYSTEMS INC.    | 359.15              | 359.15                    | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20M4124             | BEACH WIRE & CABLE INC.        | 305.70              | 305.70                    | 012869390 4345            | Maintenance / Maintenance Supplies                           |
| N20M4125             | CRANDALL'S PLUMBING INC.       | 250.00              | 250.00                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4131             | GREGORY VENTURES LLC           | 10,069.01           | 2,266.28                  | 014869390 5645            | STAR Building DO-Routine Maint / Outside Srvs-Repairs &      |
| N20M4134             | ALL STAR GLASS                 | 500.00              | 500.00                    | 016919395 4349            | 7240 Special Ed Transportation / Transportation Supplies (on |
| N20M4151             | CRANDALL'S PLUMBING INC.       | 9,500.00            | 9,500.00                  | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4152             | FERNANDO MURILLO               | 1,500.00            | 1,500.00                  | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4153             | JOHNSON CONTROLS               | 760.00              | 760.00                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4154             | REFRIGERATION CONTROL COMPANY  | 721.30              | 721.30                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4155             | HUNTINGTON BEACH GLASS & MIRRO | 669.03              | 669.03                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4156             | NATIONAL CONSTRUCTION RENTALS  | 400.00              | 400.00                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4157             | REFRIGERATION CONTROL COMPANY  | 414.98              | 414.98                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4158             | BUCHAN, RANDOLPH J             | 230.12              | 230.12                    | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20M4159             | BEACH WIRE & CABLE INC.        | 225.00              | 225.00                    | 012869390 4345            | Maintenance / Maintenance Supplies                           |
| N20M4160             | TURF STAR INC.                 | 191.85              | 191.85                    | 012899390 4347            | Gardening / Repair & Upkeep Equip Supplies                   |
| N20M4161             | TIME AND ALARM SYSTEMS INC.    | 397.00              | 397.00                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4162             | HILLYARD / LOS ANGELES         | 102.44              | 102.44                    | 012889390 4340            | Custodial / Custodial Supplies                               |
| N20M4163             | NORTHSTAR AV                   | 275.00              | 275.00                    | 012869390 4345            | Maintenance / Maintenance Supplies                           |
| N20M4164             | REFRIGERATION CONTROL COMPANY  | 451.22              | 451.22                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4165             | REFRIGERATION CONTROL COMPANY  | 531.10              | 531.10                    | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                 |
| N20M4166             | DAVE BANG ASSOCIATES           | 1,551.41            | 1,551.41                  | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20M4167             | BEACH WIRE & CABLE INC.        | 409.45              | 409.45                    | 012869390 4345            | Maintenance / Maintenance Supplies                           |
| N20M4168             | ACCOUSTICAL MATERIAL SERVICES  | 926.64              | 926.64                    | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20M4169             | GRUETT TREE COMPANY INC        | 1,025.00            | 1,025.00                  | 012899390 5645            | Gardening / Outside Srvs-Repairs & Mainten                   |
| N20M4170             | CHEFS' TOYS                    | 707.95              | 707.95                    | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20M4171             | BEACH WIRE & CABLE INC.        | 98.67               | 98.67                     | 012869390 4345            | Maintenance / Maintenance Supplies                           |
| N20M4172             | DECKER EQUIPMENT/SCHOOL FIX    | 167.50              | 167.50                    | 012869390 4347            | Maintenance / Repair & Upkeep Equip Supplies                 |
| N20R0333             | ROCHESTER 100 INC              | 587.25              | 587.25                    | 010011616 4310            | Sch Site Instr - Newland / Instructional Supplies            |
| N20R0372             | REALLY GOOD STUFF INC          | 521.93              | 521.93                    | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0379             | DEMCO                          | 2,807.70            | 2,807.70                  | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0380             | WORTHINGTON DIRECT INC         | 4,156.16            | 4,156.16                  | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0401             | VERSARE SOLUTIONS LLC          | 6,095.38            | 6,095.38                  | 010114055 4410            | Title I - Plavan / Fixed Assets \$500-\$5000                 |

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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20R0402             | BARNES AND NOBLE               | 639.43              | 639.43                    | 011234075 4310            | Reading Support-Plavan / Instructional Supplies              |
| N20R0403             | MOMENTUM IN TEACHING LLC       | 6,800.00            | 6,800.00                  | 011234075 5210            | Reading Support-Plavan / Travel, Conference, Workshop        |
| N20R0406             | SCHOOL SERVICES OF CALIFORNIA  | 500.00              | 250.00                    | 012719380 5210            | Business Department / Travel, Conference, Workshop           |
|                      |                                |                     | 250.00                    | 012849380 5210            | Fiscal Services / Travel, Conference, Workshop               |
| N20R0407             | MOMENTUM IN TEACHING LLC       | 5,100.00            | 1,000.00                  | 011234775 5210            | Reading Support-Courreges / Travel, Conference, Workshop     |
|                      |                                |                     | 4,100.00                  | 011534775 5210            | Cotsen Grant -Courreges / Travel, Conference, Workshop       |
| N20R0419             | LEVEL 27 MEDIA                 | 82.65               | 82.65                     | 010142929 4310            | Sch Site Instr - Fulton / Instructional Supplies             |
| N20R0434             | VEX ROBOTICS INC.              | 1,918.39            | 1,918.39                  | 017113875 4310            | Robotics-Talbert / Instructional Supplies                    |
| N20R0435             | VEX ROBOTICS INC.              | 4,879.91            | 4,879.91                  | 017113875 4310            | Robotics-Talbert / Instructional Supplies                    |
| N20R0436             | MYRON CORP                     | 822.32              | 822.32                    | 010019189 4325            | Donations - Superintendent / Office Supplies                 |
| N20R0437             | CANCUN FRESH MEXICAN GRILL     | 1,153.56            | 1,153.56                  | 010019189 4325            | Donations - Superintendent / Office Supplies                 |
| N20R0439             | REALLY GOOD STUFF INC          | 652.41              | 652.41                    | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0440             | MOMENTUM IN TEACHING LLC       | 178.00              | 178.00                    | 011234075 4310            | Reading Support-Plavan / Instructional Supplies              |
| N20R0442             | BEST BUY GOV LLC               | 2,602.97            | 2,602.97                  | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0444             | AMPLIFIED IT LLC               | 500.00              | 500.00                    | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp  |
| N20R0445             | VIRCO MANUFACTURING            | 3,057.81            | 3,057.81                  | 010019380 6410            | School Equipment / Equipment-Furniture/Computers             |
| N20R0446             | LENOVO (UNITED STATES) INC.    | 1,947.75            | 478.50                    | 012109078 4399            | Tech/Media Office Operation / Equipment Under \$500          |
|                      |                                |                     | 1,469.25                  | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000      |
| N20R0448             | CDWG                           | 19.51               | 19.51                     | 012109078 4325            | Tech/Media Office Operation / Office Supplies                |
| N20R0449             | PITSCO INC.                    | 1,317.25            | 1,317.25                  | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0450             | PITSCO INC.                    | 5,375.68            | 5,375.68                  | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0451             | ANDYMARK INC                   | 598.02              | 598.02                    | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0452             | ATKINSON ANDELSON LOYA RUDD &  | 99.00               | 99.00                     | 010019961 5210            | Medi-Cal Billing-Instructional / Travel, Conference, Worksho |
| N20R0453             | IMAGESTUFF COM                 | 579.58              | 115.58                    | 010014747 4310            | Sch Site Instr - Courreges / Instructional Supplies          |
|                      |                                |                     | 464.00                    | 010054762 4310            | School Clmt-Stdnt Behvr Courre / Instructional Supplies      |
| N20R0454             | REV ROBOTICS LLC               | 2,183.94            | 2,183.94                  | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0455             | LEGO BRAND RETAIL INC.         | 301.46              | 301.46                    | 015002975 4310            | Robotics-Fulton / Instructional Supplies                     |
| N20R0457             | CDWG                           | 4,048.80            | 1,948.80                  | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000      |
|                      |                                |                     | 2,100.00                  | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp  |
| N20R0458             | SOUTHWEST SCHOOL AND OFFICE SU | 2,229.38            | 2,229.38                  | 010013737 4310            | Sch Site Instr - Oka / Instructional Supplies                |
| N20R0460             | US GAMES                       | 2,001.38            | 2,001.38                  | 010013789 4310            | Donations - Oka / Instructional Supplies                     |
| N20R0466             | JAY'S CATERING                 | 311.19              | 311.19                    | 010144989 5215            | Donations - Masuda / Staff Development                       |
| N20R0467             | SCHOLASTIC INC.                | 147.00              | 147.00                    | 010144949 4310            | Sch Site Instr - Masuda / Instructional Supplies             |

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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20R0468             | LEVEL 27 MEDIA                 | 1,826.01            | 1,826.01                  | 012724949 4310            | Sch Site Admin - Masuda / Instructional Supplies             |
| N20R0469             | HEINEMANN                      | 149.63              | 149.63                    | 010013737 4310            | Sch Site Instr - Oka / Instructional Supplies                |
| N20R0470             | ARIEL SUPPLY INC.              | 500.00              | 500.00                    | 012719470 4325            | Personnel Department / Office Supplies                       |
| N20R0478             | CASTO CHAPTER TWO              | 350.00              | 350.00                    | 016919395 5210            | 7240 Special Ed Transportation / Travel, Conference, Worksho |
| N20R0480             | STAPLES                        | 658.44              | 658.44                    | 012658155 4325            | Assessment and Accountability / Office Supplies              |
| N20R0481             | ADVANTAGE OPTICS               | 648.15              | 648.15                    | 012109078 4399            | Tech/Media Office Operation / Equipment Under \$500          |
| N20R0482             | EDUCATIONAL MANAGEMENT SOLUTIO | 895.00              | 895.00                    | 012819771 5813            | Personnel Commission / Consultant                            |
| N20R0483             | SOUTHWEST SCHOOL AND OFFICE SU | 4,500.00            | 4,500.00                  | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies             |
| N20R0484             | SOUTHWEST SCHOOL AND OFFICE SU | 400.00              | 400.00                    | 012721010 4325            | Sch Site Admin - Tamura / Office Supplies                    |
| N20R0486             | SEHI COMPUTER PRODUCTS         | 60,279.33           | 367.58                    | 012109078 4399            | Tech/Media Office Operation / Equipment Under \$500          |
|                      |                                |                     | 7,155.75                  | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000      |
|                      |                                |                     | 52,756.00                 | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp  |
| N20R0487             | THINK IT BY HAND               | 65.44               | 65.44                     | 010055175 4310            | State Standards-MATH / Instructional Supplies                |
| N20R0488             | ORANGE COUNTY DEPARTMENT OF ED | 54,357.00           | 49,727.00                 | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp  |
|                      |                                |                     | 4,630.00                  | 012109078 5899            | Tech/Media Office Operation / Other Operating Expenses       |
| N20R0489             | ORANGE COUNTY DEPARTMENT OF ED | 27,674.00           | 27,674.00                 | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp  |
| N20R0490             | DEFINED LEARNING LLC           | 1,700.00            | 1,700.00                  | 017113875 4310            | Robotics-Talbert / Instructional Supplies                    |
| N20R0491             | HOME DEPOT                     | 750.00              | 750.00                    | 010143889 4311            | Donations - Talbert / Elective Supplies                      |
| N20R0492             | SOUTHWEST SCHOOL AND OFFICE SU | 1,000.00            | 1,000.00                  | 010143889 4311            | Donations - Talbert / Elective Supplies                      |
| N20R0493             | SOUTHWEST SCHOOL AND OFFICE SU | 100.00              | 100.00                    | 015103860 4310            | Special Ed. - Talbert SDC / Instructional Supplies           |
| N20R0497             | SOUTHWEST SCHOOL AND OFFICE SU | 200.00              | 200.00                    | 015513860 4310            | Special Ed. - Talbert RSP / Instructional Supplies           |
| N20R0498             | SOUTHWEST SCHOOL AND OFFICE SU | 200.00              | 200.00                    | 015103860 4310            | Special Ed. - Talbert SDC / Instructional Supplies           |
| N20R0499             | SCHOOL OUTFITTERS              | 20,741.11           | 4,632.74                  | 010019380 4399            | School Equipment / Equipment Under \$500                     |
|                      |                                |                     | 16,108.37                 | 010019380 6410            | School Equipment / Equipment-Furniture/Computers             |
| N20R0501             | MHS INC.                       | 649.01              | 649.01                    | 012299963 4322            | Medi-Cal Billing-Psychologists / Testing Supplies            |
| N20R0502             | PEARSON CLINICAL ASSESSMENT    | 997.97              | 997.97                    | 012299963 4322            | Medi-Cal Billing-Psychologists / Testing Supplies            |
| N20R0503             | WESTERN PSYCHOLOGICAL          | 329.06              | 329.06                    | 012299963 4322            | Medi-Cal Billing-Psychologists / Testing Supplies            |
| N20R0508             | XEROX CORPORATION C/O SOCAL OF | 40,000.00           | 40,000.00                 | 012719380 4330            | Business Department / Printing/Xerox Supplies                |
| N20R0509             | CURRICULUM ASSOCIATES INC.     | 193.78              | 193.78                    | 010019961 4310            | Medi-Cal Billing-Instructional / Instructional Supplies      |
| N20R0511             | SCHOOL SPECIALTY               | 382.80              | 382.80                    | 015000075 4310            | Course Access-MS Music / Instructional Supplies              |
| N20R0512             | MANEUVERING THE MIDDLE LLC     | 289.00              | 144.50                    | 010114955 5826            | Title I - Masuda / Licensing/Software,Maint/Supp             |
|                      |                                |                     | 144.50                    | 015514960 5826            | Special Ed. - Masuda RSP / Licensing/Software,Maint/Supp     |
| N20R0513             | RALPHS GROCERY COMPANY         | 800.00              | 800.00                    | 010144989 4311            | Donations - Masuda / Elective Supplies                       |

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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20R0514             | SMART & FINAL                  | 1,500.00            | 1,500.00                  | 010144989 4311            | Donations - Masuda / Elective Supplies                       |
| N20R0515             | SOUTHWEST SCHOOL AND OFFICE SU | 1,957.50            | 1,957.50                  | 010011616 4310            | Sch Site Instr - Newland / Instructional Supplies            |
| N20R0516             | SOUTHWEST SCHOOL AND OFFICE SU | 200.00              | 200.00                    | 015513860 4310            | Special Ed. - Talbert RSP / Instructional Supplies           |
| N20R0517             | SOUTHWEST SCHOOL AND OFFICE SU | 326.25              | 326.25                    | 012721616 4325            | Sch Site Admin - Newland / Office Supplies                   |
| N20R0520             | PMD CONSULTING INC             | 4,860.00            | 4,860.00                  | 010450075 5826            | Pupil Achievement-Intervntn / Licensing/Software,Maint/Supp  |
| N20R0522             | VOYAGER SOPRIS LEARNING INC    | 1,196.25            | 1,196.25                  | 011235675 4220            | State Standards Discrt-READING / Unadopted Textbooks Ref     |
| N20R0523             | HEINEMANN                      | 591.42              | 591.42                    | 011234075 4310            | Reading Support-Plavan / Instructional Supplies              |
| N20R0525             | COMMITTEE FOR CHILDREN         | 2,750.29            | 2,750.29                  | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0526             | ORANGE COUNTY DEPARTMENT OF ED | 160.00              | 160.00                    | 016158155 5210            | 7140 Gifted & Talented - Instr / Travel, Conference, Worksho |
| N20R0527             | SCHOLASTIC MAGAZINE            | 1,672.85            | 1,672.85                  | 010142929 4310            | Sch Site Instr - Fulton / Instructional Supplies             |
| N20R0528             | PFS SHREDDING & MEDICAL WASTE  | 1,044.00            | 1,044.00                  | 010019380 5645            | School Equipment / Outside Srvs-Repairs & Mainten            |
| N20R0530             | WILSON LANGUAGE TRAINING CORPO | 4,336.09            | 4,336.09                  | 011233175 4310            | Reading Support-Gisler / Instructional Supplies              |
| N20R0531             | SOUTHWEST SCHOOL AND OFFICE SU | 125.00              | 125.00                    | 010011089 4310            | Donations - Tamura / Instructional Supplies                  |
| N20R0532             | TEACHER SYNERGY LLC            | 174.01              | 174.01                    | 015641660 4310            | Special Ed. - Newland S&L / Instructional Supplies           |
| N20R0533             | CDWG                           | 679.69              | 679.69                    | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000      |
| N20R0534             | IMAGE 2000                     | 5,000.00            | 5,000.00                  | 010019380 5645            | School Equipment / Outside Srvs-Repairs & Mainten            |
| N20R0535             | RAPTOR TECHNOLOGIES LLC        | 151.16              | 151.16                    | 010050080 4399            | Site Safety / Equipment Under \$500                          |
| N20R0536             | LAKESHORE LEARNING MATERIALS   | 400.00              | 400.00                    | 010013737 4310            | Sch Site Instr - Oka / Instructional Supplies                |
| N20R0538             | SCHOOL SPECIALTY               | 118.47              | 118.47                    | 010014747 4310            | Sch Site Instr - Courreges / Instructional Supplies          |
| N20R0540             | HEINEMANN                      | 152.01              | 152.01                    | 010014747 4310            | Sch Site Instr - Courreges / Instructional Supplies          |
| N20R0541             | WRIGHT, LISA                   | 1,000.00            | 1,000.00                  | 010143838 5813            | Sch Site Instr - Talbert / Consultant                        |
| N20R0542             | SUPPLYMASTER INC               | 345.83              | 345.83                    | 010014747 4399            | Sch Site Instr - Courreges / Equipment Under \$500           |
| N20R0543             | HEINEMANN                      | 1,486.95            | 1,486.95                  | 011231075 4310            | Reading Support-Tamura / Instructional Supplies              |
| N20R0544             | LAKESHORE LEARNING MATERIALS   | 125.00              | 125.00                    | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies             |
| N20R0545             | PRINT & FINISHING SOLUTIONS    | 196.28              | 196.28                    | 012059385 5645            | Publications / Outside Srvs-Repairs & Mainten                |
| N20R0546             | CORINNE LOSKOT CONSULTING INC. | 60,000.00           | 60,000.00                 | 012719380 5813            | Business Department / Consultant                             |
| N20R0547             | SAMS CLUB                      | 600.00              | 600.00                    | 012849380 4325            | Fiscal Services / Office Supplies                            |
| N20R0550             | SUPPLYMASTER INC               | 378.45              | 378.45                    | 010019961 4410            | Medi-Cal Billing-Instructional / Fixed Assets \$500-\$5000   |
| N20R0553             | CDWG                           | 2,044.50            | 2,044.50                  | 012109078 6410            | Tech/Media Office Operation / Equipment-Furniture/Computer   |
| N20R0558             | IMAGE MARKET                   | 308.91              | 308.91                    | 012539961 4310            | Tobacco-Use-OCDE Adminstrative / Instructional Supplies      |
| N20R0561             | OFFICE DEPOT                   | 64.34               | 64.34                     | 012719165 4325            | Superintendent / Office Supplies                             |
| N20R0562             | FOUNTAIN VALLEY CHAMBER OF COM | 315.00              | 315.00                    | 012719166 5210            | Board of Trustees / Travel, Conference, Workshop             |
| N20R0563             | ROBOTZONE LLC                  | 241.35              | 241.35                    | 010142989 4311            | Donations - Fulton / Elective Supplies                       |

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| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>                  | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20R0575             | PACIFIC COACHWAYS              | 930.00              | 930.00                    | 010014789 5811            | PTA Donations - Courreges / Transportation Outside Agency    |
| N20R0576             | AMAZON.COM LLC                 | 16.75               | 16.75                     | 010019961 4310            | Medi-Cal Billing-Instructional / Instructional Supplies      |
| N20R0578             | SEHI COMPUTER PRODUCTS         | 125.00              | 125.00                    | 012109075 5645            | Technology-Capital Projects / Outside Srvs-Repairs & Mainten |
| N20R0579             | SCHOLASTIC INC.                | 1,800.00            | 1,800.00                  | 010113755 4310            | Title I - Oka / Instructional Supplies                       |
| N20R0580             | BRAINPOP                       | 2,550.00            | 2,550.00                  | 010114055 4310            | Title I - Plavan / Instructional Supplies                    |
| N20R0581             | BARNES AND NOBLE               | 2,175.33            | 2,175.33                  | 011533775 4310            | Cotsen Foundation - Oka / Instructional Supplies             |
| N20R0582             | MOMENTUM IN TEACHING LLC       | 1,700.00            | 1,700.00                  | 010113755 5210            | Title I - Oka / Travel, Conference, Workshop                 |
| N20R0583             | ROBOTZONE LLC                  | 172.58              | 172.58                    | 010142989 4311            | Donations - Fulton / Elective Supplies                       |
| N20R0584             | HEINEMANN                      | 57.63               | 57.63                     | 011231075 4310            | Reading Support-Tamura / Instructional Supplies              |
| N20R0585             | MOMENTUM IN TEACHING LLC       | 1,700.00            | 1,700.00                  | 011231075 4310            | Reading Support-Tamura / Instructional Supplies              |
| N20R0586             | MACGILL FIRST AID              | 163.06              | 163.06                    | 010014089 4310            | Donations - Plavan / Instructional Supplies                  |
| N20R0588             | ALL PACK CO INC.               | 329.55              | 329.55                    | 012059385 5645            | Publications / Outside Srvs-Repairs & Mainten                |
| N20R0590             | HARBOTTLE LAW GROUP APC        | 264.00              | 264.00                    | 015659860 5830            | Special Ed. - Legal Services / Legal Fees                    |
| N20R0591             | BOOKSOURCE                     | 51.28               | 51.28                     | 010113755 4310            | Title I - Oka / Instructional Supplies                       |
| N20R0592             | AMAZON.COM LLC                 | 3,151.44            | 3,151.44                  | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000      |
| N20R0593             | SCHOLASTIC MAGAZINE            | 655.50              | 655.50                    | 011234075 1110            | Reading Support-Plavan / Teachers                            |
| N20R0594             | HEINEMANN                      | 466.54              | 466.54                    | 010113755 4310            | Title I - Oka / Instructional Supplies                       |
| N20R0595             | GS PROMO INC                   | 2,747.03            | 2,747.03                  | 010143888 4310            | ASB Donations Instr - Talbert / Instructional Supplies       |
| N20R0597             | HEINEMANN                      | 69.60               | 69.60                     | 010113755 4310            | Title I - Oka / Instructional Supplies                       |
| N20R0598             | SOUTHWEST SCHOOL AND OFFICE SU | 173.92              | 173.92                    | 010113755 4310            | Title I - Oka / Instructional Supplies                       |
| N20R0599             | DIFFERENT ROADS TO LEARNING    | 114.70              | 114.70                    | 015643760 4310            | Special Ed. - Oka S&L / Instructional Supplies               |
| N20R0600             | TEACHER SYNERGY LLC            | 122.99              | 122.99                    | 010055675 4310            | State Standards-READING / Instructional Supplies             |
| N20R0601             | XEROX CORPORATION C/O SOCAL OF | 30.00               | 30.00                     | 012059385 4330            | Publications / Printing/Xerox Supplies                       |
| N20R0602             | STAPLES                        | 223.98              | 223.98                    | 012539961 4310            | Tobacco-Use-OCDE Adminstrative / Instructional Supplies      |
| N20R0604             | HP COMPUTING & PRINTING INC    | 9,070.00            | 1,600.00                  | 010019961 4330            | Medi-Cal Billing-Instructional / Printing/Xerox Supplies     |
|                      |                                |                     | 100.00                    | 012109078 4330            | Tech/Media Office Operation / Printing/Xerox Supplies        |
|                      |                                |                     | 2,000.00                  | 012658155 4330            | Assessment and Accountability / Printing/Xerox Supplies      |
|                      |                                |                     | 500.00                    | 012719165 4330            | Superintendent / Printing/Xerox Supplies                     |
|                      |                                |                     | 1,600.00                  | 012719275 4330            | Educational Services Admin / Printing/Xerox Supplies         |
|                      |                                |                     | 1,100.00                  | 012719385 4330            | Purchasing / Printing/Xerox Supplies                         |
|                      |                                |                     | 1,700.00                  | 012719470 4330            | Personnel Department / Printing/Xerox Supplies               |
|                      |                                |                     | 230.00                    | 012869390 4330            | Maintenance / Printing/Xerox Supplies                        |
|                      |                                |                     | 240.00                    | 016919395 4330            | 7240 Special Ed Transportation / Printing/Xerox Supplies     |



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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| N20R0605             | SCHOOL SPECIALTY               | 1,087.50            | 1,087.50                  | 010113255 4310            | Title I - Cox / Instructional Supplies                  |
| N20R0607             | LYTLE SCREEN PRINTING INC.     | 2,246.59            | 2,246.59                  | 010019189 4325            | Donations - Superintendent / Office Supplies            |
| N20R0608             | SCHOOL SPECIALTY               | 4,350.00            | 4,350.00                  | 010013232 4310            | Sch Site Instr - Cox / Instructional Supplies           |
| N20R0609             | SCHOOL SPECIALTY               | 1,087.50            | 1,087.50                  | 012723232 4325            | Sch Site Admin - Cox / Office Supplies                  |
| N20R0613             | STAPLES                        | 225.00              | 225.00                    | 010144949 4310            | Sch Site Instr - Masuda / Instructional Supplies        |
| N20R0614             | LEVEL 27 MEDIA                 | 41.33               | 41.33                     | 012724949 4325            | Sch Site Admin - Masuda / Office Supplies               |
| N20R0615             | SEHI COMPUTER PRODUCTS         | 2,746.88            | 2,446.88                  | 010144949 4399            | Sch Site Instr - Masuda / Equipment Under \$500         |
|                      |                                |                     | 250.00                    | 010144949 5826            | Sch Site Instr - Masuda / Licensing/Software,Maint/Supp |
|                      |                                |                     | 50.00                     | 010144949 5899            | Sch Site Instr - Masuda / Other Operating Expenses      |
| N20R0616             | SEHI COMPUTER PRODUCTS         | 5,493.75            | 5,493.75                  | 010143889 4399            | Donations - Talbert / Equipment Under \$500             |
| N20R0617             | SOUTHWEST SCHOOL AND OFFICE SU | 100.00              | 100.00                    | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies        |
| N20R0618             | BUREAU OF EDUCATION & RESEARCH | 279.00              | 279.00                    | 010142929 5210            | Sch Site Instr - Fulton / Travel, Conference, Workshop  |
| N20R0619             | LAKESHORE LEARNING MATERIALS   | 70.00               | 70.00                     | 010055775 4310            | State Standards-CGI / Instructional Supplies            |
| N20R0620             | MACKIN LIBRARY MEDIA           | 44.83               | 44.83                     | 010452975 4310            | Pupil Achvmnt-Library Fulton / Instructional Supplies   |
| N20R0622             | FOLLETT SCHOOL SOLUTIONS INC.  | 138.01              | 138.01                    | 010452975 4310            | Pupil Achvmnt-Library Fulton / Instructional Supplies   |
| N20R0623             | PAPER DIRECT INC               | 250.01              | 250.01                    | 012819771 5828            | Personnel Commission / Staff Recognition                |
| N20R0624             | PERMA-BOUND BOOKS              | 82.21               | 82.21                     | 010452975 4310            | Pupil Achvmnt-Library Fulton / Instructional Supplies   |
| N20R0625             | AMAZON.COM LLC                 | 343.64              | 343.64                    | 012849470 4325            | Payroll Fiscal Services / Office Supplies               |
| N20R0627             | HEINEMANN                      | 504.69              | 504.69                    | 011233275 4310            | Reading Support-Cox / Instructional Supplies            |
| N20R0628             | HEINEMANN                      | 736.25              | 736.25                    | 011233275 4310            | Reading Support-Cox / Instructional Supplies            |
| N20R0629             | SCHOOL SPECIALTY               | 789.10              | 789.10                    | 011233275 4310            | Reading Support-Cox / Instructional Supplies            |
| N20R0630             | SCHOLASTIC INC.                | 4,342.49            | 4,342.49                  | 011233275 4310            | Reading Support-Cox / Instructional Supplies            |
| N20R0631             | MYSTERY SCIENCE INC            | 814.54              | 814.54                    | 010013232 4310            | Sch Site Instr - Cox / Instructional Supplies           |
| N20R0632             | DEMCO                          | 96.98               | 96.98                     | 010013232 4310            | Sch Site Instr - Cox / Instructional Supplies           |
| N20R0633             | FOLLETT EDUCATIONAL SERVICES U | 112.35              | 112.35                    | 010013232 4310            | Sch Site Instr - Cox / Instructional Supplies           |
| N20R0634             | MOBYMAX, LLC                   | 4,344.56            | 4,344.56                  | 010113255 4310            | Title I - Cox / Instructional Supplies                  |
| N20R0635             | MACGILL FIRST AID              | 113.10              | 113.10                    | 012733232 4327            | Health Supplies - Cox / Health Supplies                 |
| N20R0636             | TEACHER SYNERGY LLC            | 122.99              | 122.99                    | 010055775 4310            | State Standards-CGI / Instructional Supplies            |
| N20R0637             | SCHOOL OUTFITTERS              | 1,823.53            | 1,823.53                  | 010019380 6410            | School Equipment / Equipment-Furniture/Computers        |
| N20R0638             | VIRCO MANUFACTURING            | 609.27              | 609.27                    | 010019380 6410            | School Equipment / Equipment-Furniture/Computers        |
| N20R0642             | SEHI COMPUTER PRODUCTS         | 9,339.38            | 8,319.38                  | 010114955 4399            | Title I - Masuda / Equipment Under \$500                |
|                      |                                |                     | 850.00                    | 010114955 5826            | Title I - Masuda / Licensing/Software,Maint/Supp        |
|                      |                                |                     | 170.00                    | 010114955 5899            | Title I - Masuda / Other Operating Expenses             |

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|-----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| N20R0643              | PROJECT LEAD THE WAY INC       | 750.00              | 750.00                    | 015004975 4310            | Robotics-Masuda / Instructional Supplies            |
| N20R0645              | HEINEMANN                      | 6,934.45            | 6,934.45                  | 011233775 4310            | Reading Support-Oka / Instructional Supplies        |
| N20R0646              | SUPPLYMASTER INC               | 378.45              | 378.45                    | 012109078 4399            | Tech/Media Office Operation / Equipment Under \$500 |
| N20R0647              | SUPPLYMASTER INC               | 345.83              | 345.83                    | 010014040 4310            | Sch Site Instr - Plavan / Instructional Supplies    |
| N20R0648              | HOME DEPOT                     | 1,000.00            | 1,000.00                  | 010144989 4311            | Donations - Masuda / Elective Supplies              |
| N20R0649              | SEHI COMPUTER PRODUCTS         | 19,378.75           | 19,378.75                 | 012109078 4399            | Tech/Media Office Operation / Equipment Under \$500 |
| N20R0651              | PACIFIC COACHWAYS              | 544.50              | 544.50                    | 010144989 5811            | Donations - Masuda / Transportation Outside Agency  |
| N20R0652              | JFK TRANSPORTATION CO INC.     | 1,053.00            | 1,053.00                  | 010013289 5811            | Donations - Cox / Transportation Outside Agency     |
| N20R0653              | CERTIFIED TRANSPORTATION BUS C | 5,713.80            | 5,713.80                  | 010013289 5811            | Donations - Cox / Transportation Outside Agency     |
| N20R0655              | SOUTHWEST SCHOOL AND OFFICE SU | 201.19              | 201.19                    | 010014789 4310            | PTA Donations - Courreges / Instructional Supplies  |
| N20R0656              | HEINEMANN                      | 284.76              | 284.76                    | 011234775 4310            | Reading Support-Courreges / Instructional Supplies  |
| N20R0659              | JFK TRANSPORTATION CO INC.     | 970.00              | 970.00                    | 010014089 5811            | Donations - Plavan / Transportation Outside Agency  |
| N20R0661              | SUBURBAN SCHOOL SUPERINTENDENT | 200.00              | 200.00                    | 012719165 5390            | Superintendent / Dues and Membership Non Taxabl     |
| N20R0662              | PITSCO INC.                    | 299.07              | 299.07                    | 010142989 4311            | Donations - Fulton / Elective Supplies              |
| N20R0664              | ART SUPPLY WAREHOUSE           | 300.00              | 300.00                    | 010143889 4311            | Donations - Talbert / Elective Supplies             |
| N20R0667              | HEINEMANN                      | 48.94               | 48.94                     | 011231075 4310            | Reading Support-Tamura / Instructional Supplies     |
| N20R0668              | MYSTERY SCIENCE INC            | 749.00              | 749.00                    | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies    |
| N20R0670              | US HEALTHWORKS                 | 500.00              | 500.00                    | 012719470 5820            | Personnel Department / Physical Exam, Drug testing  |
| N20R0672              | FOUNTAIN VALLEY SCHOOL DISTRIC | 90.00               | 90.00                     | 012849380 5450            | Fiscal Services / Other Insurance                   |
| N20R0674              | BARNES AND NOBLE               | 35.00               | 35.00                     | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies    |
| N20R0678              | BEARCOM                        | 1,139.60            | 1,139.60                  | 010011010 4310            | Sch Site Instr - Tamura / Instructional Supplies    |
| N20R0688              | LIGHTSPEED TECHNOLOGIES        | 36,461.70           | 36,461.70                 | 012719380 4410            | Business Department / Fixed Assets \$500-\$5000     |
| N20S8017              | SPICERS PAPER INC              | 2,140.86            | 2,140.86                  | 011000000 9320            | Revenue Limit - State Revenues / STORES             |
| N20S8018              | SOUTHWEST SCHOOL AND OFFICE SU | 1,131.00            | 1,131.00                  | 011000000 9320            | Revenue Limit - State Revenues / STORES             |
| <b>Fund 01 Total:</b> |                                | <b>563,938.92</b>   | <b>556,136.19</b>         |                           |   |

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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20M4131             | GREGORY VENTURES LLC           | 10,069.01           | 7,802.73                  | 122866098 5645            | ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint |
| N20R0441             | LAKESHORE LEARNING MATERIALS   | 1,182.83            | 1,182.83                  | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0447             | KNOTT'S BERRY FARM             | 4,420.00            | 4,420.00                  | 120016398 5812            | ESP-Summer Camp Instructional / Admission Costs              |
| N20R0461             | S & S WORLDWIDE                | 15.21               | 15.21                     | 120016398 4310            | ESP-Summer Camp Instructional / Instructional Supplies       |
| N20R0462             | LAKESHORE LEARNING MATERIALS   | 108.75              | 108.75                    | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0463             | LAKESHORE LEARNING MATERIALS   | 108.75              | 108.75                    | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0464             | LAKESHORE LEARNING MATERIALS   | 4,350.00            | 2,175.00                  | 120016198 4310            | State Preschool Instructional / Instructional Supplies       |
|                      |                                |                     | 2,175.00                  | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0471             | LAKESHORE LEARNING MATERIALS   | 400.00              | 400.00                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0472             | LAKESHORE LEARNING MATERIALS   | 400.00              | 400.00                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0473             | LAKESHORE LEARNING MATERIALS   | 400.00              | 400.00                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0474             | LAKESHORE LEARNING MATERIALS   | 433.91              | 433.91                    | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0479             | ARIEL SUPPLY INC.              | 1,825.70            | 1,825.70                  | 120336098 4325            | Extended School Administration / Office Supplies             |
| N20R0485             | LAKESHORE LEARNING MATERIALS   | 127.22              | 127.22                    | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies      |
| N20R0496             | LAKESHORE LEARNING MATERIALS   | 746.03              | 746.03                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0521             | LAKESHORE LEARNING MATERIALS   | 150.83              | 150.83                    | 120016198 4310            | State Preschool Instructional / Instructional Supplies       |
| N20R0529             | UM, LYNNE                      | 40.78               | 40.78                     | 120336098 4310            | Extended School Administration / Instructional Supplies      |
| N20R0537             | CDWG                           | 294.72              | 294.72                    | 120086198 4310            | CSPP QRIS Block Grant Instr / Instructional Supplies         |
| N20R0548             | LAKESHORE LEARNING MATERIALS   | 163.13              | 163.13                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0549             | SURPLUS TWO WAY RADIOS         | 346.99              | 346.99                    | 120016098 4399            | Extended School Instructional / Equipment Under \$500        |
| N20R0559             | SEHI COMPUTER PRODUCTS         | 550.26              | 550.26                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0564             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0565             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0566             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0567             | DEPARTMENT OF SOCIAL SERVICES  | 726.00              | 726.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0568             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0569             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0570             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0574             | DEPARTMENT OF SOCIAL SERVICES  | 363.00              | 363.00                    | 120017598 5826            | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| N20R0577             | ORANGE COUNTY DEPARTMENT OF ED | 1,400.00            | 700.00                    | 120016098 5210            | Extended School Instructional / Travel, Conference, Workshop |
|                      |                                |                     | 700.00                    | 120016198 5210            | State Preschool Instructional / Travel, Conference, Workshop |
| N20R0587             | LAKESHORE LEARNING MATERIALS   | 433.91              | 433.91                    | 120016098 4310            | Extended School Instructional / Instructional Supplies       |
| N20R0612             | SURPLUS TWO WAY RADIOS         | 217.23              | 217.23                    | 120016098 4347            | Extended School Instructional / Repair & Upkeep Equip Suppli |

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|----------------------|------------------------------|---------------------|---------------------------|---------------------------|---|
| N20R0639             | PLAY THERAPY SUPPLY LLC      | 217.50              | 217.50                    | 120016098 4310            | Extended School Instructional / Instructional Supplies  |
| N20R0640             | RHODE ISLAND NOVELTY         | 200.00              | 200.00                    | 120016098 4310            | Extended School Instructional / Instructional Supplies  |
| N20R0641             | S & S WORLDWIDE              | 15.07               | 15.07                     | 120016098 4310            | Extended School Instructional / Instructional Supplies  |
| N20R0654             | LAKESHORE LEARNING MATERIALS | 172.91              | 172.91                    | 120016098 4310            | Extended School Instructional / Instructional Supplies  |
| N20R0666             | LAKESHORE LEARNING MATERIALS | 238.16              | 238.16                    | 120017598 4310            | Child Dev Cntr Preschool Instr / Instructional Supplies |
| N20R0671             | SCHOLASTIC BOOK ORDERS       | 268.84              | 268.84                    | 120016098 4310            | Extended School Instructional / Instructional Supplies  |
| Fund 12 Total:       |                              | 32,564.74           | 30,298.46                 |                           |   |

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|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20R0443             | LEVEL 27 MEDIA                 | 338.88              | 338.88                    | 133207380 5870            | Cafeteria Fund / Printing & Repro Outside Agency |
| N20R0475             | INDUSTRIAL ELECTRONIC SERVICE  | 543.75              | 543.75                    | 133207380 5645            | Cafeteria Fund / Outside Srvs-Repairs & Mainten  |
| N20R0477             | INDUSTRIAL ELECTRONIC SERVICE  | 543.75              | 543.75                    | 133207380 5645            | Cafeteria Fund / Outside Srvs-Repairs & Mainten  |
| N20R0494             | HEARTLAND PAYMENT SYSTEMS      | 4,342.00            | 4,342.00                  | 133207380 5826            | Cafeteria Fund / Licensing/Software,Maint/Supp   |
| N20R0510             | E-CONTROL SYSTEMS INC.         | 382.80              | 382.80                    | 133207380 5645            | Cafeteria Fund / Outside Srvs-Repairs & Mainten  |
| N20R0539             | HEARTLAND PAYMENT SYSTEMS      | 1,542.00            | 1,542.00                  | 133207380 5826            | Cafeteria Fund / Licensing/Software,Maint/Supp   |
| N20R0552             | REFRIGERATION CONTROL COMPANY  | 235.00              | 235.00                    | 133207380 5645            | Cafeteria Fund / Outside Srvs-Repairs & Mainten  |
| N20R0610             | CALIFORNIA DEPARTMENT OF EDUCA | 333.45              | 333.45                    | 133207380 4710            | Cafeteria Fund / Food                            |
|                      | <b>Fund 13 Total:</b>          | <b>8,261.63</b>     | <b>8,261.63</b>           |                           |  |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

**FROM 08/27/2019 TO 09/30/2019**

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>                  | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                   |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|--|
| N20M4176             | GOLDEN STATE PAVING INC.       | 179,800.00          | 179,800.00                | 142864789 5645            | Def Maint-Courreges / Outside Srvs-Repairs & Mainten |
| N20M4178             | PRIEST CONSTRUCTION SERVICES I | 30,000.00           | 3,000.00                  | 142861089 6222            | Def Maint-Tamura / Inspection Svcs Bldg Improve      |
|                      |                                |                     | 3,000.00                  | 142862989 6222            | Def Maint-Fulton / Inspection Svcs Bldg Improve      |
|                      |                                |                     | 3,000.00                  | 142863289 6222            | Def Maint-Cox / Inspection Svcs Bldg Improve         |
| Fund 14 Total:       |                                | 209,800.00          | 188,800.00                |                           |  |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

**FROM 08/27/2019 TO 09/30/2019**

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>            | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                   |
|----------------------|--------------------------|---------------------|---------------------------|---------------------------|--|
| N20M4098             | UNITED SITE SERVICES INC | 2,500.00            | 514.22                    | 213011080 6299            | GOB, ELECTION 2016-Tamura / Other Building &         |
| N20M4177             | ECAMSECURE               | 4,000.00            | 4,000.00                  | 213014980 5899            | GOB, ELECTION 2016-Masuda / Other Operating Expenses |
| Fund 21 Total:       |                          | 6,500.00            | 4,514.22                  |                           |  |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

FROM 08/27/2019 TO 09/30/2019

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>            | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                       |
|----------------------|--------------------------|---------------------|---------------------------|---------------------------|--|
| N20M4098             | UNITED SITE SERVICES INC | 2,500.00            | 1,985.78                  | 223011080 6299            | GOB, ELECTION 2016-Tamura / Other Building &             |
| N20M4180             | CLASS LEASING LLC        | 56,736.00           | 28,368.00                 | 223012980 6299            | GOB, ELECTION 2016-Fulton / Other Building & Improvement |
|                      |                          |                     | 28,368.00                 | 223013280 6299            | GOB, ELECTION 2016-Cox / Other Building & Improvement    |
| N20M4181             | CLASS LEASING LLC        | 13,802.00           | 13,802.00                 | 223013280 6299            | GOB, ELECTION 2016-Cox / Other Building & Improvement    |
| N20M4182             | CLASS LEASING LLC        | 66,370.00           | 66,370.00                 | 223011080 6299            | GOB, ELECTION 2016-Tamura / Other Building &             |
| N20M4183             | CLASS LEASING LLC        | 42,552.00           | 14,184.00                 | 223011080 6299            | GOB, ELECTION 2016-Tamura / Other Building &             |
|                      |                          |                     | 28,368.00                 | 223012980 6299            | GOB, ELECTION 2016-Fulton / Other Building & Improvement |
| N20R0554             | SMITH-EMERY LABORATORIES | 6,666.67            | 6,666.67                  | 223012980 6222            | GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improve |
| N20R0555             | SMITH-EMERY LABORATORIES | 6,666.66            | 6,666.66                  | 223011080 6222            | GOB, ELECTION 2016-Tamura / Inspection Svcs Bldg Improv  |
| N20R0556             | A THRONE CO. INC.        | 13,000.00           | 13,000.00                 | 223011080 6299            | GOB, ELECTION 2016-Tamura / Other Building &             |
| N20R0557             | A THRONE CO. INC.        | 6,406.25            | 6,406.25                  | 223013280 6299            | GOB, ELECTION 2016-Cox / Other Building & Improvement    |
| N20R0571             | SANDY PRINGLE ASSOCIATES | 80,000.00           | 80,000.00                 | 223013280 6222            | GOB, ELECTION 2016-Cox / Inspection Svcs Bldg Improve    |
| N20R0572             | SANDY PRINGLE ASSOCIATES | 80,000.00           | 80,000.00                 | 223011080 6222            | GOB, ELECTION 2016-Tamura / Inspection Svcs Bldg Improv  |
| N20R0573             | SANDY PRINGLE ASSOCIATES | 80,000.00           | 80,000.00                 | 223012980 6222            | GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improve |
| Fund 22 Total:       |                          | 454,699.58          | 454,185.36                |                           |  |



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

**FROM 08/27/2019 TO 09/30/2019**

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u>                  | <u>PO<br/>TOTAL</u> | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                        |
|----------------------|--------------------------------|---------------------|---------------------------|---------------------------|---|
| N20M4133             | ECAMSECURE                     | 57,777.50           | 57,777.50                 | 402998990 5899            | Moiola Improvement Projects / Other Operating Expenses    |
| N20M4175             | SMARDEN SUPPLY COMPANY         | 933.08              | 933.08                    | 403004980 6299            | MS Science Bldg - Masuda / Other Building & Improvement   |
| N20M4178             | PRIEST CONSTRUCTION SERVICES I | 30,000.00           | 21,000.00                 | 403004980 6222            | MS Science Bldg - Masuda / Inspection Svcs Bldg Improve   |
| N20M4179             | SANDALWOOD CONSTRUCTION        | 1,339,000.00        | 1,339,000.00              | 403004980 5645            | MS Science Bldg - Masuda / Outside Srvs-Repairs & Mainten |
|                      | Fund 40 Total:                 | 1,427,710.58        | 1,418,710.58              |                           |   |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/10/2019**

**FROM 08/27/2019 TO 09/30/2019**

| <u>PO</u><br><u>NUMBER</u> | <u>VENDOR</u> | <u>PO</u><br><u>TOTAL</u> | <u>ACCOUNT</u><br><u>AMOUNT</u> | <u>ACCOUNT</u><br><u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------------|---------------|---------------------------|---------------------------------|---------------------------------|------------------------------------|
| Total Account Amount:      |               |                           | 2,660,906.44                    |                                 |                                    |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **09/05/2019**

**FRO    07/30/2019    TO 08/26/2019**

| <u>PO<br/>NUMBE</u>     | <u>VENDOR</u>               | <u>PO<br/>TOTAL</u> | <u>CHANGE<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                          |
|-------------------------|-----------------------------|---------------------|--------------------------|---------------------------|---|
| N20M4022                | PRO PACIFIC BEE REMOVAL     | 2,000.00            | +1,500.00                | 012869390 5645            | Maintenance / Outside Srvs-Repairs & Mainten                |
| N20M4070                | NORTHSTAR AV                | 3,650.00            | +3,285.00                | 012869390 4345            | Maintenance / Maintenance Supplies                          |
| N20R0021                | SEHI COMPUTER PRODUCTS      | 92,599.96           | -1,914.68                | 012109078 5826            | Tech/Media Office Operation / Licensing/Software,Maint/Supp |
| N20R0260                | LEVEL 27 MEDIA              | 61.99               | +20.66                   | 012849470 4325            | Payroll Fiscal Services / Office Supplies                   |
| N20R0268                | SEHI COMPUTER PRODUCTS      | 2,240.81            | -689.48                  | 012109078 4410            | Tech/Media Office Operation / Fixed Assets \$500-\$5000     |
| N20S8013                | INDUSTRIAL FORMULATORS INC. | 1,273.99            | +155.06                  | 011000000 9320            | Revenue Limit - State Revenues / STORES                     |
| <b>Fund 01   Total:</b> |                             |                     | <b>+2,356.56</b>         |                           |   |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES                      09/05/2019**

**FRO    07/30/2019    TO 08/26/2019**

| <b><u>PO</u></b><br><b><u>NUMBE</u></b> | <b><u>VENDOR</u></b>           | <b><u>PO</u></b><br><b><u>TOTAL</u></b> | <b><u>CHANGE</u></b><br><b><u>AMOUNT</u></b> | <b><u>ACCOUNT</u></b><br><b><u>NUMBER</u></b> | <b><u>PSEUDO / OBJECT DESCRIPTION</u></b>                  |
|---|--------------------------------|---|--|---|--|
| N20R0056                                | HARBOR BREEZE CORPORATION      | 1,760.00                                | +160.00                                      | 120016398 5812                                | ESP-Summer Camp Instructional / Admission Costs            |
| N20R0064                                | BOOMERS                        | 5,224.45                                | +916.17                                      | 120016398 5812                                | ESP-Summer Camp Instructional / Admission Costs            |
| N20R0066                                | TANAKA FARMS                   | 2,749.00                                | +293.00                                      | 120016398 5812                                | ESP-Summer Camp Instructional / Admission Costs            |
| N20R0068                                | JUMP O'RAMA INFLATABLES INC    | 1,196.00                                | +134.00                                      | 120016398 5610                                | ESP-Summer Camp Instructional / Outside Services - Rentals |
| N20R0177                                | CERTIFIED TRANSPORTATION BUS C | 1,831.86                                | -1,489.32                                    | 120016398 5751                                | ESP-Summer Camp Instructional / Direct Cost - Field Trips  |
|   |                                |   | +1,831.86                                    | 120016398 5811                                | ESP-Summer Camp Instructional / Transportation Outside     |
| N20R0180                                | CERTIFIED TRANSPORTATION BUS C | 2,004.63                                | -1,489.44                                    | 120016398 5751                                | ESP-Summer Camp Instructional / Direct Cost - Field Trips  |
|   |                                |   | +2,004.63                                    | 120016398 5811                                | ESP-Summer Camp Instructional / Transportation Outside     |
| N20R0185                                | READYREFRESH BY NESTLE         | 234.64                                  | +40.00                                       | 120016098 4310                                | Extended School Instructional / Instructional Supplies     |
| <b>Fund 12 Total:</b>                   |                                |   | <b>+2,400.90</b>                             |   |  |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **09/05/2019**

**FRO 07/30/2019 TO 08/26/2019**

| <u>PO<br/>NUMBE</u>   | <u>VENDOR</u>        | <u>PO<br/>TOTAL</u> | <u>CHANGE<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                        |
|-----------------------|----------------------|---------------------|--------------------------|---------------------------|---|
| M20R0443              | RACHLIN PARTNERS INC | 413,139.16          | +113,139.16              | 213013280 6220            | GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg     |
| M20R0444              | RACHLIN PARTNERS INC | 381,568.91          | +81,568.91               | 213012980 6220            | GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg  |
| M20R0445              | RACHLIN PARTNERS INC | 249,938.53          | -50,061.47               | 213011680 6220            | GOB, ELECTION 2016-Newland / Architect/Engineer           |
| M20R0446              | RACHLIN PARTNERS INC | 377,264.69          | +77,264.69               | 213011080 6220            | GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg  |
| M20R1798              | RACHLIN PARTNERS INC | 523,020.00          | +423,020.00              | 213013780 6220            | GOB, ELECTION 2016-Oka / Architect/Engineer Fees-Bldg     |
| M20R1833              | RACHLIN PARTNERS INC | 546,462.00          | +409,846.50              | 213013180 6220            | GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg  |
| M20R1835              | RACHLIN PARTNERS INC | 778,851.02          | +584,138.27              | 213013880 6220            | GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bldg |
| M20R2026              | RACHLIN PARTNERS INC | 11,680.00           | +8,830.00                | 213013280 6224            | GOB, ELECTION 2016-Cox / Construction Managers            |
| M20R2027              | RACHLIN PARTNERS INC | 11,212.50           | +8,187.50                | 213012980 6224            | GOB, ELECTION 2016-Fulton / Construction Managers         |
| M20R2028              | RACHLIN PARTNERS INC | 9,640.00            | +7,315.00                | 213011080 6224            | GOB, ELECTION 2016-Tamura / Construction Managers         |
| <b>Fund 21 Total:</b> |                      |                     | <b>+1,663,248.56</b>     |                           |   |

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

09/05/2019

FRO 07/30/2019 TO 08/26/2019

| <u>PO<br/>NUMBE</u> | <u>VENDOR</u>  | <u>PO<br/>TOTAL</u> | <u>CHANGE<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                    |
|---------------------|----------------|---------------------|--------------------------|---------------------------|---|
| N20R0252            | MOBILE MODULAR | 36,300.00           | +900.00                  | 402861090 6299            | Modernization - Tamura / Other Building & Improvement |
|                     |                |                     | +1,800.00                | 402862990 6299            | Modernization - Fulton / Other Building & Improvement |
|                     |                |                     | -12,600.00               | 402864990 6299            | Modernization - Masuda / Other Building & Improvement |
|                     | Fund 40 Total: |                     | -9,900.00                |                           |   |

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **09/05/2019**

**FRO   07/30/2019   TO 08/26/2019**

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

|                              |  |  |                      |  |  |
|------------------------------|--|--|----------------------|--|--|
| <b>Total Account Amount:</b> |  |  | <b>+1,658,106.02</b> |  |  |
|------------------------------|--|--|----------------------|--|--|

# FOUNTAIN VALLEY SD

Reference #:

2020 1

## Adjustment of Funds

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

### **Fund: 0101 GENERAL FUND**

| Object                | Description                   | FROM                 | TO                   |
|-----------------------|-------------------------------|----------------------|----------------------|
| 1100                  | TEACHERS' SALARIES            |                      | 851.00               |
| 4200                  | BOOKS OTHER THAN TEXTBOOKS    | 3.00                 | 4,683.00             |
| 4300                  | MATERIALS & SUPPLIES          |                      | 201,574.00           |
| 5800                  | PROF/CONS SERV & OPER EXPENSE | 1,274.00             | 418,246.00           |
| 8200                  | FEDERAL INCOME                |                      | 174,353.00           |
| 8500                  | STATE INCOME                  |                      | 159,070.00           |
| 9740                  | RESTRICTED BALANCE            | 1,702,653.00         | 1,916,470.00         |
| 9780                  | OTHER ASSIGNMENTS             |                      | 1,373,037.00         |
| 9790                  | UNASSIGNED/UNAPPROPRIATED     | 16,330,938.00        | 15,134,591.00        |
| 9799                  | APPROPRIATED FUND BALANCE     | 18,178,934.00        | 18,860,095.00        |
| <b>Subfund Total:</b> |                               | <b>36,213,802.00</b> | <b>38,242,970.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2020 2

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

### **Fund: 1212 CHILD DEVELOPMENT**

| <b>Object</b>         | <b>Description</b>            | <b>FROM</b>         | <b>TO</b>           |
|-----------------------|-------------------------------|---------------------|---------------------|
| 5800                  | PROF/CONS SERV & OPER EXPENSE |                     | 41,750.00           |
| 8500                  | STATE INCOME                  |                     | 12,132.00           |
| 8600                  | LOCAL INCOME                  |                     | 29,618.00           |
| 9740                  | RESTRICTED BALANCE            | 1,203,100.00        | 1,639,833.00        |
| 9799                  | APPROPRIATED FUND BALANCE     | 1,203,100.00        | 1,639,833.00        |
| <b>Subfund Total:</b> |                               | <b>2,406,200.00</b> | <b>3,363,166.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2020 3

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

### **Fund: 1313 CAFETERIA FUND**

| Object                | Description               | FROM              | TO                |
|-----------------------|---------------------------|-------------------|-------------------|
| 8600                  | LOCAL INCOME              |                   | 83,685.00         |
| 9740                  | RESTRICTED BALANCE        | 124,004.00        | 366,018.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 124,004.00        | 282,333.00        |
| <b>Subfund Total:</b> |                           | <b>248,008.00</b> | <b>732,036.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 4

## Adjustment of Funds

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

### **Fund: 1414 DEFERRED MAINTENANCE**

| Object                | Description               | FROM                | TO                  |
|-----------------------|---------------------------|---------------------|---------------------|
| 9760                  | OTHER COMMITMENTS         | 1,456,686.00        |                     |
| 9780                  | OTHER ASSIGNMENTS         |                     | 3,235,454.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 1,456,686.00        | 3,235,454.00        |
| <b>Subfund Total:</b> |                           | <b>2,913,372.00</b> | <b>6,470,908.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 5

## Adjustment of Funds

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

### **Fund: 2121 GOB ELE 2016 SERIES 2017**

| <b>Object</b>         | <b>Description</b>        | <b>FROM</b>         | <b>TO</b>           |
|-----------------------|---------------------------|---------------------|---------------------|
| 9740                  | RESTRICTED BALANCE        | 1,249,981.00        | 2,569,032.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 1,249,981.00        | 2,569,032.00        |
| <b>Subfund Total:</b> |                           | <b>2,499,962.00</b> | <b>5,138,064.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 6

## Adjustment of Funds

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

### **Fund: 2122 GOB EL 2016 SRS 2019**

| Object                | Description               | FROM                 | TO                   |
|-----------------------|---------------------------|----------------------|----------------------|
| 9740                  | RESTRICTED BALANCE        | 34,706,999.00        | 34,840,289.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 34,706,999.00        | 34,840,289.00        |
| <b>Subfund Total:</b> |                           | <b>69,413,998.00</b> | <b>69,680,578.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 7

## Adjustment of Funds

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

### **Fund: 2525 CAPITAL FACILITIES**

| Object                | Description                   | FROM                | TO                  |
|-----------------------|-------------------------------|---------------------|---------------------|
| 5800                  | PROF/CONS SERV & OPER EXPENSE | 2,650.00            |                     |
| 8600                  | LOCAL INCOME                  | 93,300.00           |                     |
| 9780                  | OTHER ASSIGNMENTS             | 1,229,093.00        | 1,156,138.00        |
| 9799                  | APPROPRIATED FUND BALANCE     | 1,138,443.00        | 1,156,138.00        |
| <b>Subfund Total:</b> |                               | <b>2,463,486.00</b> | <b>2,312,276.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 8

## Adjustment of Funds

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

### **Fund: 3535 SCHOOL FACILITIES**

| <b>Object</b>         | <b>Description</b>        | <b>FROM</b>   | <b>TO</b>     |
|-----------------------|---------------------------|---------------|---------------|
| 9780                  | OTHER ASSIGNMENTS         | 122.00        | 124.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 122.00        | 124.00        |
| <b>Subfund Total:</b> |                           | <b>244.00</b> | <b>248.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 9

## Adjustment of Funds

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

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

| Object                | Description               | FROM                 | TO                   |
|-----------------------|---------------------------|----------------------|----------------------|
| 9760                  | OTHER COMMITMENTS         | 7,671,591.00         |                      |
| 9780                  | OTHER ASSIGNMENTS         | 4,532,370.00         | 15,461,077.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 12,203,961.00        | 15,461,077.00        |
| <b>Subfund Total:</b> |                           | <b>24,407,922.00</b> | <b>30,922,154.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SD

Reference #:

2020 10

## Adjustment of Funds

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

**Fund: 4041 SPEC RES/COP 2017**

| Object         | Description | FROM | TO   |
|----------------|-------------|------|------|
| Subfund Total: |             | 0.00 | 0.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 11

## Adjustment of Funds

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

### **Fund: 6768 INSURANCE-WCI**

| Object                | Description               | FROM             | TO                |
|-----------------------|---------------------------|------------------|-------------------|
| 9790                  | UNASSIGNED/UNAPPROPRIATED | 19,138.00        | 59,432.00         |
| 9799                  | APPROPRIATED FUND BALANCE | 19,138.00        | 59,432.00         |
| <b>Subfund Total:</b> |                           | <b>38,276.00</b> | <b>118,864.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2020 12

## Adjustment of Funds

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

### **Fund: 6769 INSURANCE HEALTH/WELFARE**

| Object                | Description               | FROM                | TO                  |
|-----------------------|---------------------------|---------------------|---------------------|
| 9790                  | UNASSIGNED/UNAPPROPRIATED | 862,150.00          | 1,050,951.00        |
| 9799                  | APPROPRIATED FUND BALANCE | 862,150.00          | 1,050,951.00        |
| <b>Subfund Total:</b> |                           | <b>1,724,300.00</b> | <b>2,101,902.00</b> |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/05/2019.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



SO: 2019-20/B20-15  
Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **Williams Uniform Complaint Quarterly Report  
(Quarter #1: July 1 – September 30, 2019)**  
DATE: October 4, 2019

---

**Background:**

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

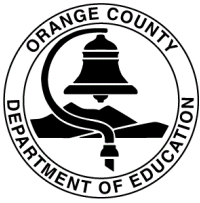
- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: July 1 through September 30, 2019

The District received no complaints in any of the categories.

**Recommendation:**

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2019-20 year and approves its submittal to the Orange County Department of Education.



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
Quarterly Report of Uniform Complaints  
2019-20**

**District:** Fountain Valley School District

**District Contact:** Mark Johnson, Ed.D.

**Title:** Superintendent

- |  |                               |                                       |
|--|-------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Quarter #1 | July 1 – September 30, 2019   | <b>Report due by October 25, 2019</b> |
| <input type="checkbox"/> Quarter #2            | October 1 – December 31, 2019 | <b>Report due by January 31, 2020</b> |
| <input type="checkbox"/> Quarter #3            | January 1 – March 31, 2020    | <b>Report due by April 24, 2020</b>   |
| <input type="checkbox"/> Quarter #4            | April 1 – June 30, 2020       | <b>Report due by July 31, 2020</b>    |

**Check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

| Type of Complaint                     | Total # of Complaints | # Resolved | # Unresolved |
|---------------------------------------|-----------------------|------------|--------------|
| Textbooks and Instructional Materials |                       |            |              |
| Teacher Vacancies or Missassignments  |                       |            |              |
| Facility Conditions                   |                       |            |              |
| TOTALS                                | 0                     | 0          | 0            |

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: \_\_\_\_\_ Date: 10/10/19

**Please submit to:**

Alicia Gonzalez, Sr. Administrative Assistant  
Orange County Department of Education  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: [aliciagonzalez@ocde.us](mailto:aliciagonzalez@ocde.us) Fax: (714) 327-1371



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: **Receipt of California School Employees Association and its Chapter  
#358 Initial Proposal for 2019-2020**  
DATE: October 4, 2019

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**Background:**

Government Code, Public Notice, Section 3547 requires that copies of the initial contract proposal of the exclusive representative be presented at a public meeting and thereafter shall be public record. An initial proposal from California School Employees Association and its Chapter 358, has been received. In compliance with this requirement, the California School Employees Association and its Chapter 358, presents the attached subjects for collective bargaining.

**Recommendation:**

It is recommended that the Board of Trustees receives the 2019-2020 initial contract proposals of the California School Employees Association and its Chapter 358.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND ITS**  
**FOUNTAIN VALLEY CHAPTER #358**  
**INITIAL PROPOSAL FOR REOPENER NEGOTIATIONS**  
**TO THE FOUNTAIN VALLEY SCHOOL DISTRICT**  
**September 25, 2019**

**ARTICLE 8:     TERMS AND CONDITIONS OF EMPLOYMENT**

CSEA has an interest in improving our health and welfare benefits, including increasing the District contribution to benefits (8.1).

CSEA has an interest in providing additional training opportunities for classified employees when new materials or strategies are implemented by the District (8.1.5).

CSEA has an interest in expanding the classified staff development committee and continuing its role in classified training.

**ARTICLE 9:     SALARY**

CSEA has an interest in obtaining a salary increase (9.1).

**ARTICLE 10:    HOURS**

CSEA has an interest in clarifying language related to school office staff working additional days for end of year duties (10.1.1.2-10.1.1.4).

CSEA has an interest in clarifying work calendars for less than 12-month employees.

CSEA has an interest in allotting extra days/hours to the work year on a temporary basis for classified employees that are required to move/box up their work areas for modernization.

**CSEA reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.**



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **Presentation of Fountain Valley School District's  
2019-2020 Proposal to California School Employees Association  
and its Chapter #358**  
DATE: October 4, 2019

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**Background:**

Article 8 of Government Code, Public Notice, Section 3547 (a) states that "all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer and thereafter shall be public record." In compliance with this requirement, the Fountain Valley School District sets forth the following proposed issues for the purpose of negotiating a successor agreement of the current contract with the California School Employee Association and its Chapter #358:

|                   |   |
|-------------------|---|
| <b>Article 8</b>  | <b>Terms and Conditions of Employment</b> |
| <b>Article 9</b>  | <b>Salaries</b>                           |
| <b>Article 10</b> | <b>Hours</b>                              |

In addition to the above, FVSD also has interest in negotiating any additional issues that may arise during, or as a result of, the negotiations process.

**Recommendation:**

It is recommended that the Board of Trustees approves the 2019-2020 initial contract proposals of the Fountain Valley School District to California School Employees Association and its Chapter #358.





Fountain Valley School District  
Business Service Division

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE SANDY PRINGLE ASSOCIATES INSPECTION  
CONSULTANTS TO PROVIDE INSPECTION SERVICES FOR  
THE MEASURE O HVAC AND MODERNIZATION PROJECTS**  
DATE: October 4, 2019

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**Background:**

The District issued a Request for Qualifications (RFQ) to solicit proposals from qualified project inspection firms in order to provide DSA Inspector Classifications, Class 1, Class 2, and Class 3, as need for the Measure O HVAC and Modernization Project. The District approved a pool of qualified DSA Certified Inspection Services, including Sandy Pringle Associates Inspection Consultants. After conducting interviews with each of the firms the team is recommending Sandy Pringle Associates provide inspection services for phase one of the project. Sandy Pringle Associates has been providing inspection services for Measure O projects in Phase 1 and for the beginning of the Phase 2 projects.

**Fiscal Impact:**

Fiscal impact will be determined based on the number and class of DSA Inspector required by DSA. Services will be paid from Measure O Bond proceeds.

**Recommendation:**

It is recommended that the Board of Trustees approves Sandy Pringle Associates Inspection Consultants to provide inspection services for the Measure O HVAC and Modernization Projects.

Board meeting October 10, 2019



Fountain Valley School District  
Support Services  
2019-2020 D

M E M O R A N D U M

TO: Dr. Mark Johnson  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Agreement 2019-2020 D**  
DATE: October 4, 2019

---

**Background:**

According to the Special Education Agreement signed on September 4, 2019, between Parent and the Fountain Valley School District, Parties agree that Maxim LVN will provide health and nursing services to Student on all school days during the 2019-2020 school year and ESY 2020. Term of settlement agreement is September 4, 2019 through August 1, 2020.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 D.

Board meeting of October 10, 2019



Fountain Valley School District  
Support Services  
2019-2020 E

M E M O R A N D U M

TO: Dr. Mark Johnson  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Settle Agreement 2019-2020 E**  
DATE: October 4, 2019

---

**Background:**

According to the Agreement signed on September 10, 2019, between Parents and the Fountain Valley School District, parents agree on a variety of issues related to placement, services and assessment for student. Term of settlement agreement is September 4, 2019 through December 6, 2019.

**Fiscal Impact:**

No fiscal impact

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 E.

Board meeting October 10, 2019



Fountain Valley School District  
Support Services  
2019-2020 F

M E M O R A N D U M

TO: Dr. Mark Johnson  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Agreement 2019-2020 F**  
DATE: October 4, 2019

---

**Background:**

According to the Special Education Agreement signed on June 21, 2019, between Parent and the Fountain Valley School District, Parties agree that Maxim LVN will provide health and nursing services to Student on all school days during, the 2019-2020 school year. Term of settlement agreement is September 4, 2019 through June 18, 2020.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 F.



Fountain Valley School District  
Support Services  
2019-2020 G

M E M O R A N D U M

TO: Dr. Mark Johnson  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Settlement Agreement 2019-2020 G**  
DATE: October 4, 2019

---

**Background:**

According to the Settlement Agreement signed on September 25, 2019, between Parent and the Fountain Valley School District, parent agrees on a variety of issues related to placement, services and assessment for student. Term of settlement agreement is the 2019-2020 school year and through ESY 2020.

The District agrees to enter into a contract and fund Student's program at BCLC.

The District agrees to reimburse Parent for transportation costs incurred transporting Student to and from school. Required documentation for reimbursement must be submitted by September 1, 2020. Not to exceed \$3,000.00

In addition, the District agrees to pay \$7,900.00 as full and final settlement of all outstanding claims for attorney's fees and legal costs. This amount shall be paid to "Allen ESQ," within 45 days of the District's receipt of itemized billing statements and Board approval.

**Fiscal Impact:**

Not to exceed \$10,900.00.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 G.

Board meeting of October 10, 2019



Fountain Valley School District  
Support Services  
2019-2020 H

M E M O R A N D U M

TO: Dr. Mark Johnson  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Settlement Agreement 2019-2020 H**  
DATE: October 4, 2019

---

**Background:**

According to the Special Education Settlement Agreement signed on September 24, 2019, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2019-2020 school year. Term of settlement agreement is September 24, 2019 thru December 4, 2019.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2019-2020 H.



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **REPORT ON ANNUAL UPDATE OF LOCAL INDICATORS FOR CALIFORNIA SCHOOL DASHBOARD**  
DATE: October 1, 2019

---

**Background:**

Each year, the State Board of Education requires Local Education Agencies to measure and report its progress through the CA Dashboard for priority areas where data is not collected at the state level.

The Local Indicators in the CA Dashboard include:

- Priority Area 1: Basic Conditions at School
- Priority Area 2: Implementation of State Academic Standards
- Priority Area 3: Parent Engagement
- Priority Area 6: Local Climate Survey
- Priority Area 7: Access to a Broad Course of Study.

Reporting to the State of California is required by November 1, 2019, with local Board Approval required prior to submitting the necessary information to the California Department of Education.

**Fiscal Impact:**

Annual reporting on CA Dashboard Local Indicators is a requirement for Local Education Agencies receiving Local Control Funding Formula resources.

**Recommendation:**

It is recommended that the Board of Trustees accepts the report on the 2019-20 California Dashboard Local Indicators presented during the Board Study Session on October 10, 2019.



## Introduction

The California School Dashboard is an online tool that shows how local education agencies and schools are performing on the state and local indicators included in California's school accountability system. The Dashboard is a key part of major shifts in California K-12 schools, changes that have raised the bar for student learning, transformed testing, and placed the focus on equity for all students.

State data is not available for some priority areas identified in the Local Control Funding Formula statute. For these priority areas, the State Board of Education approved "local indicators," which are based on information that school districts collect locally. The local indicators are:

- Basic Conditions of Learning (Priority 1)
- Implementation of State Academic Standards (Priority 2)
- Parent and Family Engagement (Priority 3)
- School Climate, as measured by local climate survey (Priority 6)
- Access to a Broad Course of Study (Priority 7)

The timeline for completing the Local Indicator Report for the 2019-20 school year was shared by the Orange County Department of Education at the September 19, 2019 School Accountability Network Meeting. Local Indicator reports must be presented to local school boards and submitted to the California Department of Education via the CA School Dashboard portal prior to November 1, 2019. The information below is a draft of the Local Indicator report prepared for the 2019-20 school year that will be presented to the FVSD School Board at the October 10, 2019 Regularly Scheduled Board Meeting.

## Priority Area 1

### STANDARD MET

### Basics: Teachers, Instructional Materials, Facilities

This measure addresses the percentage of appropriately assigned teachers; students' access to curriculum-aligned instructional materials; and safe, clean and functional school facilities.

As applicable, 100% of all school sites promptly address any complaints or other deficiencies identified throughout the academic year and provide information annually on progress meeting this standard to the local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

|   |
|---|
| Mis-Assignments (0 EL) Of Teachers Of English Learners  |
| 0   |
| Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home |
| 0   |
| Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)               |
| 0   |





## Priority Area 2

### STANDARD MET

## Implementation of Academic Standards

This measure covers the implementation of state academic standards.

Local educational agencies (LEAs) annually measure their progress in implementing state academic standards and report the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

The summary of progress is required to be based on information collected with locally selected measures or tools and includes a description of why the district chose the selected measure or tool.

## Narrative Summary

Fountain Valley School District has made extensive efforts in providing both site- and district-level collaborative time for teachers in order to implement the California Academic Standards. Over the past five years, K-8 teachers have developed district-wide units of study in mathematics that include rigorous common assessments for all grade levels. In Kindergarten through Grade 5, teachers administer formative reading assessments with all students at regularly-scheduled intervals over the course of the school year, analyze site-level and student-level data from those assessments, and provide targeted reading instruction for students. In Grades 6-8, ELA teachers also administer formative reading assessments at regularly-scheduled intervals over the course of the year. In addition, for grades 6-8, ELA teachers have developed common novel units of study and common assessments driven by the CA Standards. K-8 science teams have been working collaboratively to implement the Next Generation Science Standards and will be engaged in the instructional materials adoption process over the course of the 2019-20 school year. History/Social Studies teachers from grades 6-8 will also be engaged in the instructional materials adoption process during the 2019-20 school year. Teaching teams supporting music, foreign language, and physical education will also be working collaboratively to ensure that instruction aligns with standards and will be engaged in ongoing professional development activities that support the congruence of instructional practices across all school sites. In order to support English learners across FVSD, English Learner Coordinators from all ten school sites meet regularly to explore bridge and supplemental materials to accelerate the language acquisition process for students. Administrators and EL Coordinators, as well as many classroom teachers, have attended training on the ELD standards and the accompanying EL Proficiency Assessments for California. FVSD's review of results from the Initial and Summative ELPAC assessments further inform practices related to improving student achievement for English Learners. Moreover, research-based strategies for supporting English Learners are embedded in all district-led professional development activities.

Fountain Valley School District monitors the implementation of Academic Standards in a variety of ways. FVSD administrators and teachers engage in rigorous data analysis from various forms of summative and formative assessments for reading and math throughout the school year, and use the data to drive decisions about how best to support students. In addition, Teachers on Special Assignment and content area experts within the education community provide ongoing support for teachers. The California Standards serve as the backbone for all professional growth activities. The high achievement of students on CAASPP assessments provide evidence of the strength of our academic program.



## Priority Area 3

### STANDARD MET

## Parent and Family Engagement

This measure addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

LEAs report progress of how they have sought input from parents in decision making and promoted parent participation in programs to their local governing boards at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## Building Relationships Narrative

**Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.**

Fountain Valley School District is deeply committed to building strong relationships with the community. Evidence abounds that demonstrates the concerted effort on the part of FVSD to build dynamic, two-way communication with stakeholders. Each year, as part of the Local Control Accountability Plan development/update process, FVSD conducts a community survey of staff and parents to gather input. FVSD received nearly 1,000 responses to the survey distributed to parents as part of the 2019-20 LCAP development process. In addition, the District's LCAP Leadership Committee, consisting of over 30 stakeholders from the community, met three times between January and June of 2019, the District hosted a LCAP Community Forum, and various parent involvement groups from across the District participated in the LCAP development process including DELAC, DAC, School Site Councils, and the Superintendent's Parent Council.

In addition to the community involvement related to the LCAP, FVSD established a Safe Schools Task Force during the 2018-19 school year that will continue to meeting during the 2019-20 school year and beyond. The Safe Schools Task Force consists of administrators, teachers, parents, FVSD board members, city officials, representatives from local law enforcement agencies, and representatives from the local fire department.

At the school site level, building relationships with the school community continues to be an area of strength. All schools in FVSD have Parent-Teacher Groups that are highly-involved in supporting student achievement and creating welcoming environments for all families in the community. In addition, principals and teachers pride themselves in constructing positive relationships with parents, encouraging volunteerism, and building bridges to connect parents of English learners, students with special needs, and low-income families.

Although FVSD makes concerted efforts to build two-way communication with traditionally underrepresented families, this area has been identified as a focus area for improvement during the 2019-20 school year. In order to do so, FVSD will continue to leverage the support of our Bi-lingual Testing Technician that helps to welcome and inform new immigrant families as part of the Initial ELPAC assessment process, our Bi-lingual Translator who translated over 600 documents for our district during the 2018-19 school year, and our team of Bi-lingual Aides that provide direct support for "emerging level" English learners in the classroom during the school day. All of these team members are made available to support the formal parent conference during the fall and spring, and translation support is provided for initial or annual IEP meetings for families of students with special needs throughout the school year.



## **Building Partnerships for Student Outcomes Narrative**

**Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.**

Fountain Valley School District continues to provide professional learning opportunities and support for teachers and principals to improve a school's capacity to partner with families. The 2019-20 LCAP specifically designates funding to support school efforts to connect with families by offering parent education nights, family activity nights, and culturally-themed events. The District is also continuing to develop its website to enhance information related to instructional programs available to parents online, as this resource provides opportunities for instant translation into multiple languages via Google Translator.

During the 2018-19 school year, FVSD initiated the process of updating the standards-based report cards and progress reports used to communicate academic and behavior progress to families throughout the school year, and will be continuing this work in anticipation of piloting revised elementary report cards during the 2019-20 school year before a full-scale rollout of the revised report card during the 2020-21 school year. One of the primary goals of this work is to make the report card more meaningful and easier to understand for families.

Fountain Valley also works diligently to support families in understanding and exercising their legal rights and advocating for students by providing families with student handbooks, making FVSD Board Policy available on the FVSD website, posting Uniform Complaint Procedure information posters in appropriate locations on campuses, and providing families with the appropriate "Notice of Procedural Safeguards" in advance of every IEP meeting.

Although FVSD makes concerted efforts to build partnerships for student outcomes, continuing to make updates to the FVSD website and school websites in order to elevate the level of accessibility for individuals with disabilities has been identified as a focus area for improvement during the 2019-20 school year. In order to do so, FVSD will partner with our web-hosting vendors to identify areas in need of improvement, and utilize FVSD staff to make updates to the websites in order to make them more accessible and compliant with Web Content Accessibility Guidelines. By improving access and making more information about instructional programs available on the FVSD websites, greater levels of communication will help construct stronger partnerships to improve student outcomes.



## Seeking Input for Decision Making Narrative

**Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.**

Fountain Valley School District works diligently to build the capacity of principals and staff to support their work as it pertains to effectively engaging families in advisory groups and with decision-making. FVSD's Educational Services team provides ongoing guidance to sites by providing coaching experiences with principals throughout the school year that assist with strategies for increasing parent involvement on key site-level and district-level committees such as DAC, DELAC, the Safe Schools Task Force, and the LCAP Leadership team. In addition, the department assists sites with the development of content for parent meetings to ensure that all required topics are covered over the course of the school year. With assistance from the District's Bi-lingual Translator and Bi-lingual Test Examiner, FVSD actively reaches out to parents of English learners to encourage their participation in various district-level and site-level decision-making groups. Principals work collaboratively with teacher leadership teams at their school sites and with Parent-Teacher groups to encourage parents from traditionally underrepresented family groups to become involved in their child's school.

FVSD is committed to providing families with opportunities to provide input on policies and programs through a variety of committees including the Superintendent's Parent Council, LCAP Leadership Team, DAC and DELAC, and through instructional materials adoption processes. For parents that do not have the opportunity to participate on committees in person, FVSD conducts numerous surveys with open-ended questions throughout the school year that provide parents with the opportunity to provide input into decision-making processes.



## Priority Area 6

### STANDARD MET

## Local Climate Survey

This measure addresses information regarding the school environment based on a local climate survey administered every other year on the topics of school safety and connectedness.

LEAs report how they administered a local climate survey (at least every other year) that provides a valid measure of perceptions of school safety and connectedness to their local governing boards at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

The summary of progress is required to be based on information collected that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span.

## Local Climate Survey Narrative

Fountain Valley School District is committed to providing a safe, supportive, and nurturing environment that promotes engagement of parents and students, as well as school connectedness. In odd-numbered years, the District administers a local climate survey with students in Grades 3-5 and students in Grades 6-8. The survey, like the California Healthy Kids Survey administered in even-numbered years, is a confidential survey of youth resilience, protective factors, and risk behaviors that is completed anonymously by students during the school day to ensure maximum participation. These surveys enable school administration and student leadership groups to collect and analyze data in order to improve school climate. The data collected in these surveys is aggregated with school suspension and attendance data to derive a more comprehensive school site analysis of student engagement.

On the 2018-19 Local Climate Survey of Elementary Students (3<sup>rd</sup>-5<sup>th</sup> Grade), 83% of students reported that they “feel safe at school,” and 78% of students feel that “staff help prevent bullying.” In addition, 90% of elementary students reported that they felt “respected by staff,” and 86% of students reported feeling as if the “staff care about them.” Finally, 76% of students reported that they “feel part of the school” indicating a very high level of school connectedness across FVSD’s seven elementary schools.

On the 2018-19 Local Climate Survey of Middle School Students (6<sup>th</sup> – 8<sup>th</sup> Grade), 74% of students reported that they “feel safe at school,” and 60% of students feel that “staff help prevent bullying.” In addition, 77% of middle school students reported that they felt “respected by staff,” and 72% of students reported feeling as if the “staff care about them.” Finally, 59% of students reported that they “feel part of the school” indicating that school connectedness should be an area of focus for FVSD middle schools during the 2019-20 school year.

Improving school climates continues to be an area of focus across Fountain Valley School District. Throughout the 2019-20 school year, the district leadership team will be working closely with principals, school counselors, and school staff to improve school climates on each campus. Professional learning opportunities throughout the school year will include formative data related to attendance and suspension, and schools will be sharing practices that they identify through the school leadership team process for improving social-emotional outcomes for students.

## Priority Area 7

### STANDARD MET

## Access to a Broad Course of Study

This measure explores whether students have access to, and are enrolled in, a broad course of study including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.

LEAs report progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs to their local governing boards at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

The summary of progress is required to be based on information collected through locally selected tools and measures that identifies differences across school sites and student groups, barriers preventing student access, and any revisions to ensure access for all students.

## Broad Course of Study Narrative

**Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

Fountain Valley School District is committed to ensuring that all students have access to a broad course of study that is appropriate to their grade span. This commitment to access includes mandatory participation in the core instructional areas of English-Language Arts, Math, Science, History/Social Studies, and Physical Education. In addition, FVSD is committed to providing students with a broad course of study that includes student choice options for participation in Visual and Performing Arts, Foreign Languages, Applied Arts, and Career Technical Education at the middle school levels.

In grades TK-5, FVSD utilizes the following measures to define a broad course of study: access to Board-approved instructional materials, daily instruction in all four core content areas (ELA, Math, Science, and History/Social Studies), English Language Development for students identified as English learners, physical education instruction meeting or exceeding the state-required instructional minutes, access to intervention support during the school day, arts-related instruction, and STEM-related instructional. In grades 6-8, FVSD utilizes the following measures to define a broad course of study: access to Board-approved instructional materials, daily instruction in all four core content areas (ELA, Math, Science, and History/Social Studies), English Language Development for students identified as English learners, physical education instruction meeting or exceeding the state-required instructional minutes, access to intervention support during the school day, arts-related instruction, and STEM-related instructional. To ensure equity and access, FVSD staff engage in analysis of middle school master schedules to review the number of students enrolled in each section and the demographics of those students. Students are provided with the opportunity to provide input regarding their schedules and identify electives that are of high interest. The ongoing analysis of these tools help inform FVSD as to the ongoing progress being made to ensure equitable access to programming that drives high levels of achievement for all students.





**Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. This summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.**

FVSD provides a broad course of study for 100% of students in grades TK-5, as all students have access to Board-approved instructional materials for English-Language Arts, Math, Science, History/Social Studies, and English Language Development for students identified as English learners. FVSD's cadre of certificated, itinerant elementary music teachers provide 100% of students with access to music instruction, while classroom teachers also ensure that students engaged in ongoing visual-arts related instruction that is connected to standards-based content area instruction. During the 2018-19 school year, FVSD continued to focus on building reading intervention programs which served 481 Kindergarten through 3<sup>rd</sup> grade students. Due to the significant impact of the primary grade intervention programs, resources are designated in the 2019-20 LCAP to expand intervention support for students in grades 4 and 5.

For students in grades 6-8, analysis of master schedules for FVSD's three middle schools showed that 100% of students have access to Board-approved instructional materials for English-Language Arts, Math, Science, History/Social Studies, and English Language Development for students identified as English learners. In addition, 100% of students are enrolled in physical education courses. Review of middle school master schedules showed that 100% of 8<sup>th</sup> grade students at Masuda Middle School and Fulton Middle School had access to foreign language classes (Spanish) and that 127 students were enrolled. Across all three middle school campuses, 100% of students had access to courses that encompass performing arts, visual and applied arts, leadership, academic intervention electives, and STEM/Career Technical Education courses. Enrollment for those areas across the three schools for the 2018-19 school year was as follows: performing arts (456 students), visual and applied arts (274 students), leadership (184 students), academic intervention electives (189 students) and STEM/Career Technical Education courses (226 students). In addition, there were 719 students that participated in "wheel" elective courses that provide access to trimester-long learning cycles drawn from the aforementioned broad course of study elective areas.

**Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.**

Although the analysis of the results demonstrate convincingly that students in FVSD encounter very few barriers to accessing a broad course of study in FVSD, the District is committed to constantly pursuing avenues for increasing opportunities for students that improve instruction in existing areas through the professional development of teachers. FVSD is also committed to expanding opportunities for content that students encounter during their TK-8 experience in the school district and connect them with opportunities they will encounter upon matriculation to high school, college/university, and the workforce. At the elementary level, FVSD continues to expand intervention supports for students and align intervention so that it does not interrupt core instruction in the areas of English- Language Arts and/or mathematics. At the middle school level, one barrier that students may encounter is the fact that the 6-period instructional day can limit their opportunity to pursue interests in multiple fields of study simultaneously. FVSD continues to provide resources to address needs related to materials that support the ongoing expansion of robotics programs, and provide resources for instrumental music programs across the District.



**In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions with the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?**

Fountain Valley School District is committed to mitigating any barriers students might encounter in gaining access to a broad course of study, and to expanding the broad course of study accessible for all students. In order to accomplish this, FVSD engages in an ongoing process of reflecting on current practices, identifying opportunities to improve, seeking out research-based practices to address any barrier(s), reaching out to stakeholders to gather input related to the broad course of study offered in FVSD, and implementing solutions that improve student achievement. At the elementary level, our part-time reading intervention teachers work in partnership with classroom teachers, principals, and the District's TOSAs to build intervention schedules. For the 2019-20 school year, FVSD is expanding the reach of intervention supports to provide additional staffing that will be dedicated to supporting intervention in grades 4 and 5. At the middle school level, FVSD will continue to pursue opportunities to extend learning beyond the confines of the traditional school day by offering "zero-period" sections. For the 2019-20 school year, FVSD is expanding opportunities in the performing arts by offering additional sections of choral music on each of the three middle school campuses. Finally, FVSD continues to dedicate resources through the LCAP to procure instructional materials to support the expansion of robotics programs at both the elementary and middle school levels. Through continued analysis of a variety of metrics, FVSD will reflect on and refine practices to ensure students benefit from rich learning opportunities across a broad course of study.





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 Service  
SUBJECT: **APPROVE THE EXTENSION OF THE CONTRACT WITH LEE & ASSOCIATES COMMERCIAL REAL ESTATE SERVICES INC., FOR BROKER SERVICES IN THE LEASING OF SUITES AT THE DISTRICT OFFICE THROUGH SEPTEMBER 2020**  
DATE: October 4, 2019

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**Background:**

As part of the process of leasing tenant suites in the District Office, the District enlisted the broker services of Lee & Associated Commercial Real Estate Services, Inc. Marshal Vogt, from Lee & Associates, has represented the District in lease negotiations at the District Office for over eight years. During his tenure, the District has enjoyed extended periods with 100 percent occupancy of its tenant suites.

**Fiscal Impact:**

Broker fees remain equal to 6.5% of the rent for the first five years of the lease, and 4% for the balance of the term.

**Recommendation:**

It is recommended that the Board of Trustees approves the extension of the contract with Lee & Associates Commercial Real Estate Services, Inc., for broker services in the leasing of suites at the District Office, through September 2020.



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Mark Johnson, Ed.D., Superintendent  
FROM: Steve McLaughlin, Ed.D., Asst. Superintendent, Educational Services  
SUBJECT: **Instruction Materials Pilot District Partnership Agreement with Amplify Education, Inc. for Middle School Science**  
DATE: October 4, 2019

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**Background:**

Fountain Valley School District is in the process of reviewing middle school science materials in order to align with California's new Next Generation Science Standards (NGSS). The materials under consideration include state adopted items recently approved by the California State Board of Education.

Beginning last school year, all middle school science teachers in the district volunteered to pilot materials and have been working with our partners from OCDE to identify two pilot programs for the 2019/20 school year. The use of these programs will provide teachers and site administrators with the ability to evaluate the overall content, scope and sequence, student and teacher resources, and range of instructional strategies in order to make the best choice for our District. The first pilot, with Amplify Education, Inc., will be from October 2019 through January 2020.

We are committed to ensuring a transparent and inclusive process, and will be providing multiple opportunities for the public to review throughout the pilot process.

**Fiscal Impact:**

There is no fiscal impact for the pilot with Amplify Education, Inc.

**Recommendation:**

It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with Amplify Education, Inc. for middle school science.



55 Washington Street, Suite 800  
Brooklyn, NY 11201-1071  
T: 800.823.1969 F: 646.403.4700  
[www.amplify.com](http://www.amplify.com)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FOUNTAIN VALLEY UNIFIED SCHOOL DISTRICT, CALIFORNIA  
AND  
AMPLIFY EDUCATION, INC.**

This Memorandum of Understanding ("MOU") is to confirm the parties' understanding of the agreement between Amplify Education, Inc. ("Amplify") and Fountain Valley Unified School District ("Customer") regarding Customer's pilot implementation of the Amplify products and/or services specified below (the "Products").

**Participants:** 17 teachers & 2361 students (769 Sixth Graders, 815 Seventh Graders, 777 Eighth Graders)

**Products:** Amplify will provide student print materials, teacher print materials, hands-on kits, and digital access for both teacher and students for each of the following units:

- 6th Grade: (1) Geology on Mars, (2) Plate Motion, (3) Plate Motion Engineering Internship
- 7th Grade: (1) Microbiome, (2) Metabolism, (3) Metabolism Engineering Internship
- 8th Grade: (1) Harnessing Human Energy, (2) Force and Motion, (3) Force and Motion Engineering Internship

**Training:** Amplify will provide a 3-hour training session, followed by teacher support time, on September 25<sup>th</sup>.

**Duration:** September, 2019 to January, 2020

**Locations:** Masuda Middle School, Fulton Middle School, Talbert Middle School

Amplify's products and services are provided under its Customer Terms & Conditions, available at [amplify.com/customer-terms](http://amplify.com/customer-terms). By signing below, Amplify and Customer agree to the terms and conditions of this MOU.

**FOUNTAIN VALLEY UNIFIED SCHOOL DISTRICT**

**AMPLIFY EDUCATION, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Richard Morris

Title: \_\_\_\_\_

Title: Chief Financial Officer



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Mark Johnson, Ed.D., Superintendent  
FROM: Steve McLaughlin, Ed.D., Asst. Superintendent, Educational Services  
SUBJECT: **Instruction Materials Pilot District Partnership Agreement with  
National Geographic Learning for Middle School History/Social  
Studies**  
DATE: October 4, 2019

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**Background:**

Fountain Valley School District is in the process of reviewing new middle school history/social studies materials. The materials under consideration include state adopted items recently approved by the California State Board of Education.

Beginning last school year, a number of middle school history/social studies teachers in the district volunteered to pilot materials and have been working with our partners from OCDE to identify two pilot programs for the 2019/20 school year. The use of these programs will provide teachers and site administrators with the ability to evaluate the overall content, scope and sequence, student and teacher resources, and range of instructional strategies in order to make the best choice for our District. The first pilot, with National Geographic Learning, will be from October 2019 through January 2020.

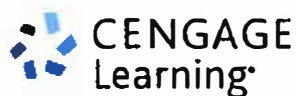
We are committed to ensuring a transparent and inclusive process, and will be providing multiple opportunities for the public to review throughout the pilot process.

**Fiscal Impact:**

There is no fiscal impact for the pilot with National Geographic Learning.

**Recommendation:**

It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with National Geographic Learning for middle school history/social studies.



Dear Fountain Valley School District,

National Geographic Learning is excited that Fountain Valley School District has chosen to pilot our 6-8 Social Studies Program

The pilot will begin September 2019 and will end June 2020. As part of the pilot process, National Geographic Learning will provide materials for 11 teachers and 1500 students. Materials will include:

Student Print materials, teacher print materials and digital access for both teacher and students

If the district chooses not to purchase materials at the end of the pilot, your local sales representative will arrange for the return of the materials. If the district chooses to purchase the program, a purchase order reflecting the pilot materials as well as any additional materials needed by the district will be submitted to National Geographic Learning. Please include the words NGLPILOT on the purchase order. At the end of the pilot period, if the district chooses not to purchase, access to digital programs will also be discontinued.

The teacher of each pilot classroom is expected to complete and return an evaluation form.

Please ask your superintendent, business director, or other authorized district staff member to sign below and return the agreement to the address indicated.

Thank you for your support of National Geographic Learning. I look forward to communicating with you regarding the success of your pilot.

Sincerely,

Rachel Farrell  
Southern California Sales Consultant  
National Geographic Learning  
714.330.0770

Customer Information:

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature

Date



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Mark Johnson, Ed.D., Superintendent  
FROM: Steve McLaughlin, Ed.D., Asst. Superintendent, Educational Services  
SUBJECT: **Instruction Materials Pilot District Partnership Agreement with Twig Science for Elementary Science**  
DATE: October 4, 2019

---

**Background:**

Fountain Valley School District is in the process of reviewing elementary science materials in order to align with California's new Next Generation Science Standards (NGSS). The materials under consideration include state adopted items recently approved by the California State Board of Education.

Beginning last school year, a number of teachers, representing all elementary schools in the district, volunteered to pilot materials and have been working with our partners from OCDE to identify two pilot programs for the 2019/20 school year. The use of these programs will provide teachers and site administrators with the ability to evaluate the overall content, scope and sequence, student and teacher resources, and range of instructional strategies in order to make the best choice for our District. The first pilot, with Twig Science, will be from October 2019 through January 2020.

We are committed to ensuring a transparent and inclusive process, and will be providing multiple opportunities for the public to review throughout the pilot process.

**Fiscal Impact:**

There is no fiscal impact for the pilot with Twig Science.

**Recommendation:**

It is recommended that the Board of Trustees approves the instructional materials pilot district partnership agreement with Twig Science for elementary science.



## Instructional Materials Pilot District Partnership Agreement

### PURPOSE OF THE AGREEMENT

The purpose of this agreement is to describe the expectations and responsibilities of the publisher and piloting district personnel.

### TWIG SCIENCE OBJECTIVE

Our primary objective of this pilot is to demonstrate that Twig Science curriculum, materials, and digital resources accomplish a high level of complete and comprehensive NGSS support for teachers and students when implemented according to the intent of NGSS instructional shifts.

| RESPONSIBILITIES OF THE<br>PILOT DISTRICT   | RESPONSIBILITIES OF<br>TWIG SCIENCE   |
|---|---|
| The district will identify teachers who will participate as evaluators of both Twig Science Print and Digital materials for this pilot. | Twig Science will provide student and teacher pilot materials per the pilot application/district qualification (below).                           |
| The district will provide a Module Materials Order with email addresses for each participating teacher/evaluator. (see Tab 3)           | Twig Science will register pilot teachers for both print and online materials.  |
| The district will allow a minimum 3-hour to maximum 6-hour in-service for pilot teachers to be trained by a Twig Science Consultant.    | Twig Science will provide a certified Consultant to train pilot teachers prior to the pilot implementation.                                       |
| The district will approve on-site visits and email communication to pilot teachers from Twig Science for the purpose of direct support. | Twig Science will provide ongoing direct support and communication for district personnel and pilot teachers throughout the pilot implementation. |
| Upon completion of the pilot implementation, all materials not adopted are to be gathered for return.                                   | Twig Science personnel will coordinate pick-up of the materials not adopted.  |
| The district will help coordinate a mid-pilot meeting with pilot teachers.  | Twig Science will facilitate a mid-pilot to support the committee as a whole.   |
| Pilot teachers will complete 2 digital surveys of their experience with Twig Science: Pilot Profile and at the Mid-Pilot Survey.        | Twig Science will provide brief surveys throughout the pilot to gauge teacher and student needs.  |

District: Fountain Valley

Coordinator \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Continue on to Tab 3. English Modules Request Form (below)



Fountain Valley School District  
Business Service Division

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Joe Hastie, Director of Maintenance and Facilities  
SUBJECT: **APPROVE THE CONTRACT WITH CHAPMAN COAST  
ROOFING FOR THE REROOFING OF COURREGES MODULAR  
BUILDINGS COMPLETE AND AUTHORIZE STAFF TO FILE  
THE APPROPRIATE NOTICES OF COMPLETION**  
DATE: October 4, 2019

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**Background:**

On August 9, 2019, the District awarded Roof Replacement – Courreges Modulares to Chapman Coast Roofing. The work is complete and a Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

The Notice of Completion (NOC), once executed and recorded, serves to give formal notice to subcontractors, manufacturers and material suppliers that they have 30 days in which to submit any claims to the District for payment due from the contractor. The NOC also triggers the start of warranty/guarantee periods from the date the NOC is recorded.

The retention payment of 5% will be released no sooner than 35 days after the filing and recording of the Notice of Completion at the Orange County Clerk-Recorder's Office, in accordance with Public Contract Code Section 7107.

**Fiscal Impact:**

There is no additional fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Courreges Elementary School – Modular Buildings complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.



Return To:  
Fountain Valley School District  
17330 Mt. Herrmann Street  
Fountain Valley, CA 92708

## NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA

**NOTICE IS HEREBY GIVEN THAT** the Fountain Valley School District is now and was upon the **10th day of October 2019**, the owner of the real property situated in Orange County, State of California, known as the following: **Courreges Elementary School**.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the 15<sup>th</sup> Day of August 2019, duly entered into a contract for: **Roof Replacement – Courreges Modulares**

**WITH: Chapman Coast Roofing Co, Inc.**

**THAT, no** Contract Bonds were furnished in connection with said Contract, and work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **10<sup>th</sup> Day of October 2019** .

Assistant Superintendent, Business Services

On behalf of The Board of Trustees  
FOUNTAIN VALLEY SCHOOL DISTRICT  
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED  
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 MT. HERRMANN  
STREET, FOUNTAIN VALLEY, CALIFORNIA, 92708

STATE OF CALIFORNIA )

SS

COUNTY OF ORANGE )

I, **Christine Fullerton**, Assistant Superintendent Business Services, on behalf of the Fountain Valley School District Board of Trustees being duly sworn, deposes and says; That she is the Assistant Superintendent of the Fountain Valley School District, Orange County, California; That she has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of her own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees  
FOUNTAIN VALLEY SCHOOL DISTRICT  
EXEMPT FROM RECORDING FEE PER G.C. 6103



Fountain Valley School District  
Business Service Division

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Joe Hastie, Director of Maintenance and Facilities  
SUBJECT: **APPROVE THE CONTRACT WITH CHAPMAN COAST  
ROOFING FOR THE REROOFING OF MASUDA MODULAR  
BUILDINGS COMPLETE AND AUTHORIZE STAFF TO FILE  
THE APPROPRIATE NOTICES OF COMPLETION**  
DATE: October 4, 2019

---

**Background:**

On August 9, 2019, the District awarded Roof Replacement – Masuda Modulares to Chapman Coast Roofing. The work is complete and a Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

The Notice of Completion (NOC), once executed and recorded, serves to give formal notice to subcontractors, manufacturers and material suppliers that they have 30 days in which to submit any claims to the District for payment due from the contractor. The NOC also triggers the start of warranty/guarantee periods from the date the NOC is recorded.

The retention payment of 5% will be released no sooner than 35 days after the filing and recording of the Notice of Completion at the Orange County Clerk-Recorder's Office, in accordance with Public Contract Code Section 7107.

**Fiscal Impact:**

There is no additional fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Masuda Middle School – Modular Buildings complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

Return To:  
Fountain Valley School District  
17330 Mt. Herrmann Street  
Fountain Valley, CA 92708

## NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA

**NOTICE IS HEREBY GIVEN THAT** the Fountain Valley School District is now and was upon the **10th day of October 2019**, the owner of the real property situated in Orange County, State of California, known as the following: **Masuda Middle School**.

**THAT, as said owner of said land and property, the Fountain Valley School District, on or about the 15<sup>th</sup> Day of August 2019, duly entered into a contract for: Roof Replacement – Masuda Modulares**

**WITH: Chapman Coast Roofing Co, Inc.**

**THAT, no** Contract Bonds were furnished in connection with said Contract, and work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **10<sup>th</sup> Day of October 2019** .

Assistant Superintendent, Business Services

On behalf of The Board of Trustees  
FOUNTAIN VALLEY SCHOOL DISTRICT  
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED  
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 MT. HERRMANN  
STREET, FOUNTAIN VALLEY, CALIFORNIA, 92708

STATE OF CALIFORNIA )

SS

COUNTY OF ORANGE )

I, **Christine Fullerton**, Assistant Superintendent Business Services, on behalf of the Fountain Valley School District Board of Trustees being duly sworn, deposes and says; That she is the Assistant Superintendent of the Fountain Valley School District, Orange County, California; That she has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of her own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees  
FOUNTAIN VALLEY SCHOOL DISTRICT  
EXEMPT FROM RECORDING FEE PER G.C. 6103



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: **APPROVAL OF EMPLOYEE ASSISTANCE PROGRAM  
AGREEMENT WITH U.S. BEHAVIORAL HEALTH PLAN,  
CALIFORNIA**  
DATE: October 4, 2019

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**Background:**

In an effort to provide Fountain Valley School District employees an Employee Assistance Program (EAP), the District has worked with Keenan and Associates to review proposals from a number of companies. After careful review, the District would like to enter into an agreement with U.S. Behavioral Health Plan, California. The Employee Assistance Program provided by U.S. Behavioral Health Plan will provide services to our employees and their dependents to assist employees and dependents in finding solutions for personal and workplace problems.

**Fiscal Impact:**

The cost of implementing the Employee Assistance Program for the 2020 calendar year is \$1.58 per employee per month for an estimated annual cost not to exceed \$10,000.00. The rate quoted is guaranteed for three years.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and U.S. Behavioral Health Plan, California for the 2020 and 2021 calendar years, effective January 1, 2020.

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between **United Behavioral Health** ("Optum"), a California corporation, and its wholly owned subsidiary, **U.S. Behavioral Health Plan, California** ("USBHPC") and **Fountain Valley School District** ("Customer") is effective **January 1, 2020** ("Effective Date"). This Agreement covers the services Optum is providing to Customer, either directly or in conjunction with one of Optum's affiliates.

### Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. Defined terms may be used in the singular or plural.

**Employee:** A current or former employee of Customer or an affiliated employer.

**Employee Assistance Program or EAP:** Services designed to assist Customer's Employees, their dependents, and Customer in finding solutions for personal and workplace problems.

**ERISA:** Employee Retirement Income Security Act of 1974, as amended from time to time, including all rules and regulations promulgated thereunder.

**Network:** The group of Network Providers who entered into, or are governed by, contractual arrangements with Optum to provide health care services to Plan Participants.

**Network Provider:** The physician, or medical professional or facility which participates in a Network and accepts negotiated fees for providing health care services. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

**Participant:** Employee beneficiary or dependent who is covered by the Plan.

**PHI:** Any information Optum receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") and American Recovery and Reinvestment Act ("ARRA"), as each is amended from time to time.

**Plan:** The provisions of the plan of benefits to which this Agreement applies, as described in the Summary Plan Description.

**Plan Administrator:** The current or succeeding person, committee, partnership, or other entity designated by the terms of the instrument under which the Plan is operated as defined by ERISA and who is responsible for the Plan's operation.

**Plan Document(s):** The documents provided to Participants that are required by ERISA and are prepared or provided by the Plan Administrator that describe either: the Services covered by this Agreement; eligibility requirements for participation and benefits offered under the Plan; or any other similar information. Examples of Plan Documents include but are not limited to the following: Summary Plan Description, evidence or certificate of coverage, description of Services or a trust agreement.

**Services:** Collectively, the products and services Optum provides and performs pursuant to this Agreement as set forth in **Exhibit A** attached hereto.

**Summary Plan Description or SPD:** The document(s) ERISA requires provided to Plan Participants describing the terms and conditions of coverage offered under the Plan.

## **Section 2 – Benefit Plan**

**2.1 Responsibility for the Plan and Plan Assets.** Optum is not the Plan Administrator of the Plan. Any references in this Agreement, or elsewhere, to Optum “administering the Plan” are descriptive only and do not confer upon Optum anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires Optum to have the fiduciary responsibility for a Plan administrative function, Customer has the sole responsibility for all obligations of the Plan, the Plan Sponsor, and the Plan Administrator under ERISA and any other applicable laws and regulations, including but not limited to benefit design and preparation, distribution of Plan Documents, content and regulatory compliance of the Plan Documents.

**2.2 Plan Consistent with the Agreement.** Customer represents that Plan Documents are consistent with this Agreement. Customer will provide Optum with copies of Plan Documents or any communications describing Plan Documents prior to distributing these materials to Participants, Employees or third parties. Customer will amend Plan Documents or communications related thereto if Optum reasonably determines that references to Optum are not accurate, or a Plan provision is not consistent with this Agreement or the Services. Customer shall be responsible for printing, maintaining a supply of and distributing to Participants, within a reasonable period of time before coverage begins, the Plan Documents and all other information and forms necessary for Participants’ enrollment and continued eligibility for Services under the Plan.

**2.3 Plan Changes.** Customer will provide Optum with notice of any changes to the Plan and/or Plan Documents within a reasonable period of time prior to the effective date of the change to allow Optum to determine if the change will impact the Services. Any change by Customer that impacts the Services must be mutually agreed to in writing prior to implementation of such change. Optum will notify Customer if: (i) the change increases Optum’s cost of providing Services which would result in an increase in fees; or (ii) if in Optum’s reasonable discretion it is unable to implement or administer the change. If the parties cannot agree to a new fee within thirty (30) days of the notice of the new fee, or if Optum notifies Customer that Optum is unable to reasonably implement or administer the change, Optum shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon sixty (60) days written notice.

**2.4 Affiliated Employers.** Customer represents that together, Customer and any of Customer’s affiliates covered under the Plan make up a single “controlled group” as defined by ERISA. Upon request by Optum, Customer agrees to provide Optum with a list of Customer’s affiliates covered under the Plan.

## **Section 3 – Customer Responsibilities**

**3.1 Reliance on Data.** Optum is not liable for any acts or omissions it makes in reliance on the direction or consent from an authorized representative of Customer. Optum is not responsible or liable for any acts or omissions made in reliance on erroneous data provided by Customer or agents, or the failure of Customer to perform its obligations under this Agreement. Customer understands that Optum cannot timely or accurately perform its duties under this Agreement without complete, accurate, and timely information and that Optum shall have no liability to Customer or any Participant as a consequence of incomplete, inaccurate, or untimely information provided to Optum by Customer or its agents. Customer understands that an additional fee may be required if Optum is required to take corrective action as a result of such incomplete, inaccurate, or untimely information.

**3.2 Authorizations, Data Integrity, and Disclosures.** Customer is responsible for obtaining, prior to furnishing any data or information to Optum (either directly or through a third party), any necessary permissions, consents, or releases, including entering into business associate agreements if required by applicable federal, state or local laws and/or regulations, to allow Customer to deliver Customer data to Optum and Optum to use and disclose such Customer data as set forth under this Agreement or required by law. Optum shall not be responsible or liable for (a) errors in Customer data or data entry done by Customer or Customer’s designated data sources, or (b) errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if the Optum errors resulted from errors in Customer’s or Customer’s data sources’ input data, or from Customer’s failure to comply with this Agreement. During and after the Term of this Agreement, Optum may use,

reproduce, transfer and combine Customer data and any derivatives of that data for preparing commercially available normative and benchmark data and databases, and for internal and external research and analysis purposes.

**3.3 Notices to Participants.** In the event this Agreement terminates, Customer will notify all Participants that the Services Optum is providing under this Agreement are discontinued.

**3.4 Providing Funds for Benefits.** Optum is solely responsible for providing funds for all EAP benefits payable to Network Providers.

## **Section 4 – Services**

**4.1 Administrative Services.** Optum will provide the administrative services described in **Exhibit A**.

**4.2 Network Access, Management and Administration.** To the extent applicable to the Services, Optum will provide Customer and Participants with access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible. Optum does not employ Network Providers and they are not agents or partners of Optum. Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. Optum is not responsible for the medical outcomes or the quality or competence of any Network Provider rendering health care services, health care services provided through an Optum affiliate network, or payment for services rendered by a Network Provider through other network.

**4.3 Customer Reporting Services.** Optum will provide standard summaries of program activities to Customer as part of the Services. Optum reserves the right, from time to time, to change the content, format and/or type of its reports. Ad-hoc and non-standard reporting shall be mutually agreed upon by the parties and may be subject to additional fees.

## **Section 5 – Service Fees**

**5.1 Service Fees.** Customer will pay Optum fees for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Service fees specified in **Exhibit A**, Customer must also pay Optum any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. If Customer delegates payment of Services fees to a broker or agent, it remains Customer's obligation to pay Optum, and payment to a broker or agent will not relieve Customer of that obligation in the event a broker or agent fails to pay Optum or a payment is untimely.

**5.2 Changes in Service Fees.** Optum will provide Customer with at least sixty (60) days prior written notice of revised Service fees. Service fee changes will be effective at the end of the notice period. If applicable, Optum will provide Customer with a notice reflecting the revised Service fees that will replace the existing **Exhibit A**. If Customer objects to a change in Service fees, Customer may terminate this Agreement by providing written notice to Optum within ninety (90) days after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect and during post-termination transition services.

**5.3 Payments.** If Optum has agreed to allow Customer to self-bill, Customer will remit Service fees to Optum on or before the twentieth (20<sup>th</sup>) calendar day of the current month of Services. Customer shall calculate Service fees owed Optum based on the number of eligible Employees as of the first day of the current month of Services. With each payment of Service fees, Customer shall provide HIPAA compliant remittance detail that includes counts of all applicable Employees and any adjustments made to the Service fees, together with any supporting documentation of the adjustments involving the current month and/or up to the previous two months of Services provided.

**5.4 Penalties.** If monthly Service fees are not paid within ten (10) days after their due date (“Grace Period”), Customer will pay Optum interest on the fees owed at the interest rate of one percent (1%) for each thirty (30) day period or portion thereof for any outstanding balance. Optum billed Customers will be charged accrued interest in their next month’s bill. Self-billing Customers must pay accrued interest for a late payment with their next monthly payment. If a self-billing Customer fails to pay accrued interest for a late payment, Optum reserves the right to revoke permission to self-bill or terminate the Agreement. Optum’s decision to provide Customer with a Grace Period will be based on Optum’s assessment of Customer’s financial condition, as of the Effective Date, and Customer’s compliance with material financial obligations. If Optum determines, based on reasonable information and belief, that Customer’s financial condition has deteriorated, or Customer fails to comply with the material financial obligations specified in this Agreement, Optum may remove the Grace Period upon notice to Customer and either charge interest on payments not received after the due date or terminate the Agreement. Customer agrees to promptly reimburse Optum for any collection costs Optum incurs.

**5.5 Reconciliation.** Optum may periodically reconcile the total amounts Customer has paid Optum with the total amounts Customer owes Optum. If the reconciliation indicates that Optum owes Customer money, Customer’s next payment will be credited. If the reconciliation indicates that Customer owes Optum money, Optum will invoice Customer for the amount due. All adjustments to over and under payments, except when arising from misrepresentation or fraud by the other party, must be reconciled no later than 180 days after the month in question and any reconciliation greater than 180 days shall be deemed waived. Any such variances occurring during the last four months of the Term will be reconciled within 180 days after the Agreement’s termination.

## **Section 6 – Term of the Agreement**

**6.1 Term.** This Agreement will commence on the Effective Date and continue for a period of three (3) years (Initial Term”). The Agreement will auto-renew after the Initial Term for additional one (1) year periods (each such renewal, a “Renewal Term”) unless and until this Agreement is terminated. The Initial Term and each subsequent Renewal Term are referred to herein as (the “Term”).

**6.2 Services End.** Services under this Agreement stop on the date this Agreement terminates, regardless of the date claims are incurred. If Optum agrees to continue providing certain services beyond the termination date, those services will be governed by the terms of this Agreement.

## **Section 7 – Termination**

**7.1 Termination Events.** This Agreement will terminate under the following circumstances: (i) the Plan terminates; (ii) after the Initial Term, either party gives the other party at least ninety (90) days prior written notice; (iii) Optum gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed Optum when due under the terms of this Agreement; (iv) Customer fails to provide the required funds for payment of benefits under the terms of this Agreement; (v) a party elects to terminate because the other party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing; (vi) any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or Optum and such penalty is based on the Services specified in this Agreement, or (vii) as otherwise specified in this Agreement. In a Section 7.1(vi) event, the impacted party may immediately discontinue the Agreement’s application in such state or jurisdiction and the Agreement will continue to apply in all other states. In all circumstances, notice shall be given to the other party when reasonably practical.

**7.2 Post-Termination Transition Services.** When the Agreement is terminated:

**7.2.1** Customer and Optum may mutually agree upon any transition services required and fees to Optum for such transition services;



**7.2.2** Optum will use commercially reasonable efforts to cause Network Providers to continue to provide services to any Participants undergoing treatment through the end of the Term.

## **Section 8 – Records, Information, Audits**

**8.1 Records.** Optum will keep records relating to the Services provided under this Agreement (“Records”) for the later of Optum’s record retention policy or requirements under applicable law.

### **8.2 Access to Information.**

**8.2.1 Customer Access.** If Customer needs Records in order to administer the Plan, Optum will provide Customer access to those Records, if (a) it is legally permissible (b) the Records relate to Services under this Agreement, and (c) Customer gives Optum reasonable advance notice and an explanation of the need for such Records. Optum will provide Records to Customer, only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the Records requested are required by law or for Plan administration purposes in which case such Records will continue to be available until the later of Optum’s record retention policy or requirements under applicable law. Upon request by Customer, Optum will provide reasonable access to Records to an entity providing Plan administrative services to Customer other than an entity providing audit services, which will be governed by Section 8.3. Before Optum provides any Records, including PHI, to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

**8.2.2 Government Access.** The federal, state and local government and accrediting agencies including, but not limited to, the National Committee for Quality Assurance (the “NCQA”) or to The American Accreditation HealthCare Commission/URAC, and any of their authorized representatives, shall have access to Optum Records and Customer authorizes Optum to release to these agencies all Records within its possession.

**8.3 Audits.** During the term of the Agreement, and at any time within six (6) months following its termination, Customer or a mutually agreeable independent auditor may audit Optum Records once each calendar year. Customer must provide sixty (60) days prior written notice to Optum of Customer’s intent to audit. The scope, place, time, duration, and frequency of each audit must be reasonable and agreed to by Optum. All auditors shall agree to sign confidentiality agreements prior to conducting such audits. Audits will be limited to Records relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year and be performed during normal business hours in accordance with generally accepted auditing procedures.

In addition to Customer’s expenses and any applicable fees, Customer will also pay any extraordinary expenses Optum incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by Optum. Customer will provide Optum with a copy of all audit reports within ten (10) days after Customer receives the audit report(s) from the auditor.

**8.4 Confidential Information.** Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating this Agreement it may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality (“Confidential Information”). Without limiting the foregoing, Optum’s Confidential Information shall include, without limitation, the terms of this Agreement, financial information, employee information, information regarding products, marketing plans, business plans, customer names and lists, software and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets, reports generated by or for Optum, Optum’s methods of database creation, and Optum’s translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats. Without limiting the foregoing, Customer’s Confidential Information shall include information regarding Customer’s business, and information regarding Customer’s premiums and claims data. Confidential Information shall not include PHI, which is subject to the Business Associate Addendum attached hereto. This

provision shall survive the termination of this Agreement. Each party agrees that: (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; and (d) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party, or certify as destroyed, all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than one archival copy. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure. Nothing in this Agreement shall be construed to restrict disclosure or use of information that was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; is or becomes generally known to the public without violation of this Agreement; is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or is independently developed by the receiving party without reference to the other party's Confidential Information.

**8.5 PHI.** The parties agree will comply with all applicable requirements set forth in HIPAA and ARRA. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit B.

## **Section 9 – Indemnification**

**9.1 Indemnification by Optum.** Optum will indemnify Customer and hold Customer, its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, penalties, fines, costs, damages (including taxes), and related costs and expenses, including reasonable attorneys' fees and costs (collectively "Losses"), due to or arising from a third-party claim against Customer to the extent such Losses arise out of or are related to: (i) the gross negligence or willful misconduct of Optum or its agents, subcontractors, and representatives acting on Optum's behalf in the performance of Optum's obligations under this Agreement; or (ii) Optum's material breach of this Agreement. Notwithstanding the foregoing, Customer will remain solely responsible for payment of all Plan benefits and Optum's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits.

**9.2 Indemnification by Customer.** Customer will indemnify Optum and hold Optum, its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses, due to or arising from a third-party claim against Optum to the extent such Losses arise out of or are related to: (i) the gross negligence or willful misconduct of Customer or its agents, subcontractors, and representatives acting on Customer's behalf in the performance of Customer's obligations under this Agreement; or (ii) Customer's material breach of this Agreement.

**9.3 LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES, WHETHER OR NOT THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

**9.4 Indemnification Procedures.** The indemnification obligations in Sections 9.1, and 9.2 herein are subject to the indemnified party (Indemnified Party): (a) notifying the indemnifying party (Indemnifying Party) promptly and in

writing of the Loss, although the failure or delay to so notify by the Indemnified Party will not relieve the Indemnifying Party of its obligations under Section 9 of this Agreement so long as the failure or delay does not prejudice the defense of such claim; (b) providing reasonable assistance in defending the claim; and (c) consenting to the Indemnifying Party's sole authority to defend or settle such claim, provided that the Indemnifying Party will not agree to any stipulation, admission, or acknowledgement of fault, guilt, wrongdoing or liability on the part of the Indemnified Party without the Indemnified Party's prior written consent. An indemnified party may not assert any claims against the Indemnifying Party more than two (2) years after the expiration or termination of this Agreement.

**9.5 Insurance.** During the term of this Agreement, Optum shall maintain in effect commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

## **Section 10 – Disputes**

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## **Section 11 – Service Specific Terms**

### **11.1 Plan Benefits Litigation.**

**11.1.1 Litigation against Optum.** Optum will select and retain defense counsel to represent Optum's and the Plan's interest, if a demand is asserted, or litigation or administrative proceedings are begun by a Participant or Network Provider against Optum, or against the Plan and Optum jointly, to recover Plan benefits, related to Optum's duties under this Agreement ("Plan Benefits Litigation"). In actions against both Customer and Optum, and provided no conflict of interest arises between the parties, Optum will agree to joint defense counsel. Reasonable legal fees and costs Optum incurs will be paid by Customer if Optum gives Customer reasonable advance notice of Optum's intent to charge Customer for such fees and costs, and Optum consults with Customer in a manner consistent with Optum's fiduciary obligations under ERISA on Optum's litigation strategy. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation. Customer is responsible for the full amount of any Plan benefits paid as a result of such litigation. This provision shall survive the termination of this Agreement.

**11.1.2 Litigation against Customer.** If litigation or administrative proceedings are begun against Customer and/or the Plan, Customer will select and retain counsel, and Customer will be responsible for all legal fees and costs in connection with such litigation. Optum will cooperate fully in the defense of litigation arising out of matters relating to this Agreement. This provision shall survive the termination of this Agreement.

**11.2 EAP Services in California.** Exhibit C shall apply to EAP Services provided to Participants within the State of California. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and Exhibit C, Exhibit C shall take precedence and control, but only to the extent required by any applicable California statute, regulation, or regulatory approval under the Knox-Keene Act or its associated regulations, as amended, and only with respect to the subject matter of Exhibit C.

## **Section 12 – Miscellaneous**

**12.1 Subcontractors.** Optum can use subcontractors, including affiliates, to perform Services under this Agreement. Optum will be responsible for their services to the same extent that Optum would have been had Optum performed the Services without the use of an affiliate or subcontractor.

**12.2 Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, provided, however, that Optum may assign or transfer this Agreement to an entity controlling, controlled by, or under common control with Optum, or a purchaser of all or substantially all of Optum's assets, subject to notice to Customer of the assignment.

**12.3 Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Minnesota, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof.

**12.4 Entire Agreement.** This Agreement, with its exhibits and all other attachments, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. Any article, paragraph, section, title, or other heading contained in this Agreement are for convenience of reference only, and are not to be deemed a part of this Agreement nor do they in any way define, limit, construe the terms, scope, intent, and/or meaning of this Agreement or any provision therein.

**12.5 No Third Party Beneficiaries.** This Agreement is solely between Optum and Customer. Nothing in this Agreement is intended to (i) confer or create any rights, remedies, obligations, duties, claims, interests, warranties, or representations whatsoever under or by reason of this Agreement on or to any person other than Customer and Optum and their respective successors and assigns; (ii) relieve, discharge, or shift any obligation or liability of any third party to Optum or Customer; or (iii) give any third party any right of subrogation or action over or against Customer or Optum. This provision shall survive termination of this Agreement.

**12.6 Regulatory Filing.** In the event that Customer is required to file this Agreement with federal, state and local governmental authorities, Customer shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, Optum and Customer shall jointly discuss Customer's response to the governmental authority. In the event any federal, state or local governmental authority requires a change to this Agreement that either Optum or Customer deems to be material, either party may request renegotiation of the affected provisions of this Agreement.

**12.7 Waiver/Estoppel.** Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

**12.8 Notices.** Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the contact names and addresses listed in the signature block with a copy sent to Optum's General Counsel. The addresses to which notices are sent may be changed by proper notice.

**12.9 Use of Names.** The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants Optum permission to use Customer's name, logo, service marks, trademarks or other identifying information ("Customer Marks") to the extent necessary for Optum to carry out its obligations under this Agreement. Customer represents that Customer Marks do not infringe the rights of others or inaccurately portray the Services or mislead Participants and are used by Customer in accordance with all applicable laws.

**12.10 Force Majeure.** Each party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the party obligated to perform and which by the exercise of reasonable diligence such party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other party, promptly upon identifying the Force Majeure Event, and in reasonably full detail of the Force Majeure Event, verbal and/or written notice, including electronically or facsimile, (if verbally a written notice shall be delivered promptly following the verbal notice) such party's duties or functions shall be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such party's performance for more than thirty (30) days following the date on which notice was given to the other party of the Force Majeure Event, the other party may terminate this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the party shall not be deemed Force Majeure Events.

**12.11 Compliance with Laws.** Customer shall substantially comply with and ensure the Plan substantially complies with all applicable laws and regulations. Except as provided below, Optum shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its services under this Agreement and shall substantially comply with all applicable laws and regulations.

**12.12 Independent Medical Judgment.** Customer and Optum both acknowledge and agree that Participants' treating physician(s) and other health care providers, including but not limited to Network Providers, shall be solely responsible to provide treatment and/or services to Participants and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Agreement shall be deemed to create any rights of Optum, Customer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Participants' health care providers with regard to treatment or utilization issues, nor shall it render Optum, Customer, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Participant.

**12.13 No Incentive Payments.** Optum receives no incentive payment based on reduction of services or the charges thereof, reduction of length of stay, or utilization of alternative treatment settings to reduce amounts of necessary or appropriate medical care.

**12.14 Counterparts.** This Agreement may be signed electronically or in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one instrument.

**12.15 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.

**12.16 Survival of Terms.** Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

**12.17 Legal Advice.** It is understood and agreed that the Services do not include and Optum will not provide, investment, tax or legal advice. If the Customer requires legal or other expert advice, the Customer should consult its own legal counsel.

**12.18 Improvements and Modification of Services.** Optum reserves the right to upgrade, improve, modify or discontinue any Services provided or made available to Customer under this Agreement.

**ACCEPTED AND AGREED:**

**United Behavioral Health**  
425 Market Street, 14th Floor  
San Francisco, CA 94105-2426

**Fountain Valley School District**  
17210 Oak St  
Fountain Valley, CA 92708

|                    |                    |
|--------------------|--------------------|
| Signature: _____   | Signature: _____   |
| Print Name: _____  | Print Name: _____  |
| Print Title: _____ | Print Title: _____ |
| Date: _____        | Date: _____        |

Internal Control No.: 00583157.0

U.S. Behavioral Health Plan, California acknowledges the terms of this Agreement, and is subject to the terms of the document attached hereto as **Exhibit C** in accordance with section 11.2 herein.

**U.S. Behavioral Health Plan, California**  
425 Market Street  
San Francisco, CA 94105

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – SERVICES AND FEES

The following are the administrative services Optum has agreed to provide to Customer at the rates set forth herein. Customer may request that Optum provide services in addition to those set forth in this Exhibit A. If Optum agrees to provide them, those services will be subject to the requirements of Section 12.5 of the Agreement. Customer will pay an additional fee, determined by Optum, for any additional services.

| Product   | Components     | Rate Type    | Rate Period | \$ Rate              |
|---|----------------|--------------|-------------|----------------------|
| Employee Assistance Program - EAP - EMPLOYER          | EAP 5 Sessions | Per Employee | Per Month   | \$1.58               |
| Bank of Hours for Training & Critical Incident (CIRS) | 5 Hours        | Per Employee | Per Month   | Included in EAP Rate |

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time. Any onsite or training hours can be purchased according to the rates in the grid below.

| On-Site Support Service             | Fee for Service    |
|-------------------------------------|--------------------|
| Management Development Programs     | \$175/on-site hour |
| Employee Development Programs       | \$175/on-site hour |
| Wellness Seminars                   | \$175/on-site hour |
| Information Resource Events         | \$175/on-site hour |
| Critical Incident Response Services | \$225/on-site hour |
| Travel Time & Trainer Downtime      | \$100/hour         |

Rate Effective Period: 1/1/2020 - 12/31/2022.

These rates are based on an enrolled population of 500. If enrollment changes by more than 10%, then Optum reserves the right to revise the rates.

## **EXHIBIT B – BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“BAA”) is incorporated into and made part of the Agreement by and between United Behavioral Health, on behalf of itself and its subsidiaries and affiliates (“Business Associate”), and Fountain Valley School District (“Covered Entity”), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

### **1. DEFINITIONS**

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, “HIPAA”).

1.2 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 “PHI” means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 “Privacy Rule” means the federal privacy regulations, and “Security Rule” means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 “Services” means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

### **2. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable “Security Incident” shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity’s approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.



2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

### **3. RESPONSIBILITIES OF COVERED ENTITY**

Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

### **4. PERMITTED USES AND DISCLOSURES OF PHI**

Business Associate may:

- 4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).
- 4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.
- 4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).
- 4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

## **5. TERMINATION**

- 5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.
- 5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

## **6. MISCELLANEOUS**

The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

**U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA**

**EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

425 MARKET STREET, 12th FLOOR  
SAN FRANCISCO, CA 94105

This Employee Assistance Program Agreement (this "Agreement") between **U.S. Behavioral Health Plan, California** ("USBHPC," "our," "us, or "we" in this Agreement), a California corporation licensed as a Knox-Keene Health Care Service Plan, and Fountain Valley School District ("you" or "your" in this Agreement), is effective as of January 1, 2020 ("Effective Date"). This Agreement covers the services we are providing to you in conjunction with your employee welfare benefit plan ("Plan"). This Agreement is structured so that the General Provisions appear first and the related Attachments and Product Schedules follow. The Agreement consists of this page, a table of contents, the body of this Agreement, and the Attachments and Product Schedules. USBHPC identifies this arrangement as Account Number: 00583157.0

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## **Section 1**

### **Definitions**

- 1.1 Affiliated Employer.** An entity that is affiliated with you and whose employees or former employees are covered by the ERISA Plan.
- 1.2 Combined Evidence of Coverage and Disclosure Form.** A document provided to each Participant which summarizes the key terms and provisions of this Agreement and describes the coverage to which the Participant is entitled under this Agreement including, but not limited to, the principal benefits, Exclusions and Limitations applicable to such coverage. The Combined Evidence of Coverage and Disclosure Form for the Employee Assistance Program is set forth as Attachment C, which is attached.
- 1.3 Covered Services.** Employee Assistance Program ("EAP") services that are covered under the terms of the EAP Benefit Plan, as set forth in the EAP Benefit Plan Summary.
- 1.4 Department.** Department of Managed Health Care.
- 1.5 Dependent.** An Employee's dependent as defined by you. If not defined by you, "dependent" shall mean an individual who is a member of an Employee's household and who is eligible and enrolled in accordance with all applicable requirements established by you.
- 1.6 EAP Benefit Plan or EAP Plan.** The services to which Participants are entitled under the attached Combined Evidence of Coverage and Disclosure Form (Attachment C), as such document may be amended from time to time in accordance with this Agreement.
- 1.7 EAP Benefit Plan Summary.** The summary of Covered Services, Exclusions and Limitations applicable to the EAP. The Benefit Plan Summary is attached to the Combined Evidence of Coverage and Disclosure Form, which is attached to the Agreement as Attachment C.
- 1.8 Employee.** A current or former employee of you or an Affiliated Employer who is an eligible Participant.
- 1.9 Employee Assistance Program ("EAP").** Services designed to assist your Employees, their dependents, and you in finding solutions for personal and workplace problems as described in detail in the attached Product Schedules and in the Combined Evidence of Coverage and Disclosure Form, Attachment C to this Agreement.
- 1.10 ERISA.** Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.11 ERISA Plan.** The employee benefit plan to which this agreement applies, and which is administered by you.
- 1.12 Limited English Proficient ("LEP").** A Participant who has an inability or a limited ability to speak, read, write, or understand the English language at a level that permits that individual to interact effectively with health care providers or USBHPC employees.
- 1.13 Medical Director.** A licensed physician certified or eligible for certification by the American Board of Psychiatry and Neurology who has been designated by USBHPC to oversee the provision of Covered Services to Participants.
- 1.14 Participant.** Your Employee, or a dependent of your Employee, entitled to benefits or coverage under the terms and conditions of the EAP Benefit Plan.
- 1.15 Participating Provider.** A Provider who has entered into a contract with us to provide Covered Services to Participants.

**1.16 Product Schedule.** A document that describes in detail the services purchased by you under this Agreement. There may be more than one Product Schedule.

**1.17 Provider.** Any practitioner who or that is qualified and duly licensed or certified by the State of California to furnish EAP services to Participants.

**1.18 Total Monthly Fee.** The fees for Covered Services rendered under this Agreement as represented in Attachment A.

## **Section 2 Our Services**

**2.1 Our Services, Including Principal Benefits and Coverage.** We will provide the Covered Services that are identified on the first page of this Agreement, and that are described in the attached Product Schedules and, where applicable, in the Combined Evidence of Coverage and Disclosure Form set forth in Attachment C. We shall give at least thirty (30) days written notice to you prior to decreasing any benefits to which Participants are entitled under this Agreement.

**2.2 Participating Provider Network.** We will enter into arrangements with Providers in order to arrange for Covered Services (which are described in the attached Product Schedules) for Participants at rates we negotiate with such Providers. We cannot warrant or represent to you or to Participants that a particular Provider will be available or will continue to be available to a particular Participant or to Participants in general. We will also perform the following services with respect to our Provider network:

- a. We will perform a review of the credentials, licensure and experience of Participating Providers.
- b. We shall provide written notice within a reasonable time to a Participant regarding the termination or breach of a contract with USBHPC by, or the inability to perform services of, any Participating Provider, if that Participant may be materially and adversely affected by such termination, breach or inability to perform.
- c. In the event that a contract between USBHPC and a Participating Provider terminates while a Participant is under the care of such Participating Provider, USBHPC shall retain financial responsibility for such care, provided the services are Covered Services. Such responsibility shall continue until the Covered Services being rendered are completed, or until USBHPC makes reasonable and clinically appropriate arrangements for the provision of such Covered Services by another Provider, whichever occurs first.
- d. We shall be responsible for compensating Participating Providers for Covered Services provided to Participants in accordance with the requirements of this Agreement and the requirements of any contract between USBHPC and the Provider. By statute, all contracts between USBHPC and Participating Providers are required to provide that, in the event USBHPC fails to pay the Participating Provider for Covered Services for which USBHPC is financially responsible, no Participant shall be liable to the Participating Provider for such non-payment.
- e. The relationship between USBHPC and each Participating Provider is an independent contractor relationship. Participating Providers are not agents or employees of USBHPC, nor is USBHPC, or any employee of USBHPC, an employee or agent of any Participating Provider. USBHPC shall not be liable for any claims or demands on account of damages arising out of or in any manner connected with, any injury suffered by a Participant relating to EAP services received by the Participant from any Participating Provider.

**2.3 Telephone "Help Line".** We shall make available a "Help Line" with access to trained counselors for you and Participants through our toll-free telephone line. Such counselors shall be made available twenty-four (24) hours a day, seven (7) days a week.

**2.4 Record-Keeping.** We shall establish and maintain a record-keeping system concerning the services to be performed under this Agreement. All such records shall be our property and shall be available for inspection by you pursuant to Section 5. We will retain such records as long as we are required to do so by law.

**2.5 Statistical Reports.** We shall provide standard statistical summaries of program activities at no charge. At your request and for an additional fee, we shall provide, within a time period mutually agreed to by both parties, ad hoc or non-standard specialized reporting of data regarding the services outlined in this Agreement.

**2.6 Health Fairs.** We shall participate in health fairs for your Employees in a frequency mutually agreed to by us; however, you shall provide thirty (30) days prior notification of health fairs for scheduling purposes.

**2.7 Notices to You.** Any notice we are required to give you pursuant to this Agreement, may be given to a representative designated by you pursuant to Section 3.7.

**2.8 Language Assistance Services.** For Participants with limited English proficiency ("LEP"), we will provide language assistance services to ensure that LEP Participants are able to communicate effectively with our personnel in their preferred spoken language, are able to obtain written communication from us in a threshold language, and are able to either be referred to Participating Providers who have attested to fluency in the LEP Participant's own language or be provided with interpretation services. Language assistance services will be provided at no cost to the LEP Participant.

### **Section 3 Your Responsibilities**

**3.1 Offer of Coverage.** You shall offer our services to all eligible Employees and dependents of your health benefit program(s) or to a designated unit or units of eligible Employees and dependents as mutually agreed.

**3.2 Eligibility and Enrollment.** To be eligible for enrollment in the EAP Benefit Plan, a person must meet the eligibility guidelines set forth by you. Participants are automatically enrolled for coverage under the EAP Benefit Plan by you.

**3.3 Compensation.** You will pay us for services rendered under this Agreement pursuant to the Total Monthly Fee reflected in Attachment A of this Agreement.

**3.4 ERISA Plan Documents.** If you are offering the EAP benefits to your Employees under an ERISA Plan, you will be solely responsible for the preparation and contents of the ERISA Plan Document, Summary Plan Description, and a description of the EAP services, and/or a Trust Agreement, including all related amendments thereto, and proof of compliance of such documents with ERISA and applicable laws. You will provide us with these controlling documents governing the operation of the ERISA Plan prior to the commencement of services under this Agreement. You shall be responsible for printing, maintaining a supply of and distributing the Summary Plan Description and all other information and forms necessary for Participant's enrollment and continued eligibility for services under this Agreement.

**3.5 ERISA Plan Changes.** If you are offering the EAP benefits to your Employees under an ERISA Plan, you will notify us in writing if you change the ERISA Plan's benefits related to the EAP services or other relevant Plan provisions, including termination of the ERISA Plan, within a reasonable period of time prior to the change becoming effective. We can decide when changes can be made. We can decide whether or not we will continue providing our services as a result of those changes. We have the option of giving you thirty (30) days' written notice of termination of this Agreement following our receipt of your notice of the change. If we decide to continue providing our services, you will pay us for any reasonable costs that we incur to put the changes in place. In addition, the fees you are required to pay under this Agreement may be changed by us in accordance with Attachment A of this Agreement.

**3.6 ERISA Plan Consistent with this Agreement.** If you are offering the EAP benefits to your Employees under an ERISA Plan, you represent that the ERISA Plan documents, including the Summary Plan Description that describe your EAP are consistent with this Agreement. You will provide us with copies of the ERISA Plan documents and Participant communications prior to distributing these materials to Participants or third parties. You will amend them if we determine that references to us are not acceptable, or any ERISA Plan or EAP provision is not consistent with this Agreement or the services that we are providing.



**3.7 Notice to Participants.** Within a reasonable period of time before coverage begins, you will give Participants the information and documents they need to obtain benefits under this Agreement, including any definition of “dependent” that varies from the definition set forth in Section 1.6. You shall further arrange for a representative to serve as a liaison between you and Participants. Such representative shall disseminate to Participants with the next regular written communication sent to Participants, but in no event later than thirty (30) days following your receipt of any notice intended for Participants that you receive from us pursuant to this Agreement. Such representative shall also disseminate to Participants all applicable Combined Evidences of Coverage and Disclosure Forms, brochures, newsletters and other materials and information relating to our EAP Benefit Plan, when requested by us. In the event either party provides written notice of termination of this Agreement in accordance with Section 8.2, you will promptly notify all Participants of the impending discontinuance of our services by promptly mailing notice of termination to each Participant in accordance with Section 8.2. You will promptly notify Participants who fail to meet the eligibility guidelines set by you.

**3.8 Other Information.** You shall permit us, at reasonable times, to examine your pertinent records with respect to eligibility and Total Monthly Fee payments hereunder. You will furnish us with any other information we reasonably require to perform our obligations under this Agreement, including publicly available financial information.

**3.9 Responsibility for the ERISA Plan.** If you are offering the EAP benefits to your Employees under an ERISA Plan, you accept total responsibility for the ERISA Plan for purposes of this Agreement including, but not limited to, its benefit design and compliance with any laws that apply to you or the ERISA Plan; provided however, we will administer the appeals process and retain the ultimate authority with respect to eligibility determinations and benefits under the ERISA Plan. We are not the Plan Administrator of the ERISA Plan.

**3.10 List of Affiliated Employers.** If applicable, you will provide us with a list of your Affiliated Employers prior to the Effective Date. You will provide prior written notice of any changes to this list. You represent that together you and the Affiliated Employers make up a single “control group” as defined by ERISA.

**3.11 HIPAA Compliance.** We agree to perform the obligations applied to a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). You agree to cooperate with us to the extent necessary so that we may fulfill said obligations as set forth by HIPAA.

## **Section 4**

### **Choice of Providers**

**4.1 Assignment of Participating Provider; Coordination of Covered Services.** Each Participant who requests that Covered Services be provided pursuant to this Agreement will be assigned by USBHPC to a Participating Provider who will coordinate the Covered Services to be received by the Participant from such Participating Provider. If a Participant desires to change such Participant’s assignment to a particular Participating Provider, or to receive Covered Services from a Provider other than a Provider that has been arranged by the Participating Provider, the Participant shall so inform USBHPC. USBHPC shall consider all such requests but shall have sole discretion to determine whether the Participant will be assigned to another Participating Provider or permitted to obtain Covered Services from a Provider other than a Provider that has been arranged by the Participating Provider.

**4.2 Liability of Participant for Payment.** If a Participant chooses to obtain EAP services from a Provider other than a Provider that has been arranged by the Participating Provider, the Participant shall be liable for payment for such services, notwithstanding whether the services would otherwise have qualified as Covered Services unless USBHPC gives prior written certification for the receipt of such services by the Participant from such Provider. No loss of benefits shall ensue to Participants who change from one Participating Provider to another with USBHPC approval.

## **Section 5**

### **Access to Information**

**5.1 Access to Information.** If you need information that we have in our possession (a) in order to administer the ERISA Plan or (b) in order to determine whether we are performing our obligations under the Agreement we will give you access to that information, if legally permissible, as long as the information relates to our services under this Agreement, and you give us sixty (60) days prior notice of the need for the information or such shorter notice period as may be agreed to by you and us. By requesting such information, you acknowledge and represent to us that you have obtained any required Participant consents or authorizations to release such information and you certify to us that you have the proper documentation and procedures in place for receiving and handling confidential information that comply with any then current applicable law. We will provide access to information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless you demonstrate that access to the information beyond this time period is required by law for ERISA Plan purposes.

We will also provide reasonable access to information to an entity providing services to you, such as an auditor or other consultant, if you request it. You agree that you will obligate any such third party to comply with applicable law regarding the use of confidential information.

## **Section 6**

### **Indemnification and Insurance**

**6.1 You Indemnify Us.** You will indemnify us and hold us harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that we incur in connection with this Agreement, including reasonable attorneys' fees, which arise out of your gross negligence or willful misconduct in the performance of your obligations under this Agreement or your material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter.

**6.2 We Indemnify You.** We will indemnify you and hold you harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that you incur in connection with this Agreement, including reasonable attorneys' fees, which arise out of our gross negligence or willful misconduct in the performance of our obligations under this Agreement or our material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter.

**6.3 Insurance.** We will maintain the following insurance:

- a. Professional liability insurance in the minimum amounts of Five Million Dollars (\$5,000,000) for any one (1) incident, and Five Million Dollars (\$5,000,000) in the aggregate for the policy year;
- b. Commercial general liability insurance with minimum coverage of not less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage;
- c. Workers' compensation insurance coverage for our employees in an amount and form meeting all applicable legal requirements.

## **Section 7**

### **Disputes**

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date that the aggrieved party had actual notice of the facts giving rise to the dispute. A single mediator engaged in the practice of law, shall

conduct the mediation under the then current rules of the AAA. If the dispute involves rights or duties arising under ERISA, the mediator shall also be knowledgeable about ERISA and employee benefit plan administration. The mediation shall be held in a mutually agreeable site. If the parties are not able to resolve their differences through the mediation process within thirty (30) days of referring the matter to the mediator, either party shall be free to pursue all legal and equitable remedies otherwise available to it. Each party shall pay one-half of the mediation fees and shall bear its own attorney fees; provided, however, that each party shall indemnify the other as provided in Sections 6.1 and 6.2 of this Agreement.

## **Section 8**

### **Term and Termination**

**8.1 Term.** This Agreement shall become effective on the Effective Date and shall remain in effect for an initial period of 36 months (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew from year to year for additional twelve (12) month periods ("Subsequent Terms") under the same terms and conditions unless terminated by either party, in accordance with Section 8.2 below, at least thirty (30) days prior to the end of the current Term. Provided, however, that USBHPC reserves the right to change the Monthly Payment Schedule in accordance with Attachment A, and any other term or condition of this Agreement, upon thirty (30) days prior written notice to you.

**8.2 Termination of Agreement.** This Agreement may be terminated in the manner specified below. You shall promptly mail to each Participant a legible, true copy of any notice of termination of this Agreement, and shall promptly provide USBHPC with proof of such mailing including, but not limited to, the date thereof, in compliance with Section 3.7. Any notice of termination provided in accordance with this Section 8.2 shall become effective as of 12:01 a.m. on the 31<sup>st</sup> day after such notice is provided to the other party. Benefits hereunder shall terminate for all Participants as of the effective date of termination.

- a. Upon thirty (30) days written notice to us of your intent not to renew prior to the end of the Term.
- b. Upon the effective date of termination mutually agreed to by both parties;
- c. Upon our thirty (30) days written notice that you did not pay the fees or other amounts you owed us under this Agreement;
- d. Upon thirty (30) days prior written notice that you do not accept a change in the Total Monthly Fees pursuant to the Total Monthly Fee Changes Section in Attachment A;
- e. Upon thirty (30) days prior written notice by either party that the other party is in material breach of this Agreement, (other than for non-payment or late payment by you of fees owed), if the breaching party does not correct the breach within thirty (30) days after being notified in writing by the other party.

**8.3 Termination of a Participant's Coverage and Reinstatement.** You determine the eligibility of all Participants, as set forth in Section 3.2. A Participant's coverage shall terminate upon your determination that the Participant does not meet the eligibility guidelines set by you. During the term of this Agreement, if a Participant's coverage terminates for any reason, you shall determine if the Participant is eligible for reinstatement.

**8.4 Return of Total Monthly Fees for Unexpired Period.** In the event of any termination of this Agreement, or of a Participant's coverage by you, USBHPC shall, within thirty (30) days following such termination, return to you the pro rata portion of any Total Monthly Fee paid to USBHPC that corresponds to any unexpired period for which payment had been made, together with amounts due on claims, if any, less any amounts due to USBHPC from you. This obligation shall not apply in the event of fraud or deception in the use of USBHPC services or facilities, or in the event you permit such fraud or deception by another. If this Agreement is terminated due to your failure to pay a Total Monthly Fee when due, and a Participant is undergoing treatment for an ongoing condition at the time of such termination, we shall continue to be financially responsible only for those EAP services provided after such termination that had already received prior written certification as Covered Services, and had already commenced, as of the date of such termination.

**8.5 Director Review of Termination.** Any Participant who in good faith believes that his or her coverage has been terminated or not renewed because of the Participant's or a Participant's health status or requirements for health care services may request a review of such termination or non-renewal by the Director of the California Department of Managed Health Care. If the Director determines that a proper complaint exists under Section 1365 of the California Health and Safety Code, the Director will so notify USBHPC. USBHPC shall, within fifteen (15) days after receipt of such notice, either request a hearing or reinstate the Participant. If after the hearing the Director determines that the termination or non-renewal is contrary to applicable law, USBHPC shall reinstate the Participant retroactive to the time of the termination or non-renewal and shall be liable for the expenses incurred by the Participant after such termination or non-renewal for EAP services that would otherwise have received authorization as Covered Services.

## **Section 9 Miscellaneous**

**9.1 Notices.** Unless otherwise specified in this Agreement, any notice or other communication required or permitted under this Agreement shall be in writing. All written notices, including notices of termination provided to Participants in accordance with Section 8.2, shall be deemed to have been delivered when delivered in-person; or if delivered by first-class mail or commercial overnight delivery, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth below, or in the case of Participants, to the last address known to the employer. Unless otherwise specified herein, the date a notice is delivered to either party to this Agreement shall be considered the effective date of the notice.

To: U.S. Behavioral Health Plan, California  
425 Market Street 14th Floor  
San Francisco, CA 94105-2426

To: Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

**9.2 Assignment.** Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, and subject to the Department's approval, we may assign this Agreement, including all of our rights and obligations, to our affiliates, to an entity controlling, controlled by, or under common control with us, or a purchaser of all or substantially all of our assets, subject to notice to you of the assignment.

**9.3 Amendment.** Except as may otherwise be set forth in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party. Both parties also agree to take such action as is necessary to amend this Agreement from time to time as necessary to comply with applicable federal and state laws and regulations. You agree to cooperate with and assist us in order for us to meet our obligations under applicable privacy laws and regulations.

**9.4 Waiver.** Nothing in this Agreement is considered to be waived by you or USBHPC unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of this Agreement.

**9.5 Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties under this Agreement shall be governed by the laws of the State of California.

**9.6 Compliance with Applicable Law.** USBHPC is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Division 1, Title 28 of the California Code of Regulations, as well as any successor provisions

to any of the foregoing provisions. Any term or condition required by such provisions to be included in the Agreement shall be incorporated into this Agreement by this reference, whether or not specifically provided in this Agreement.

**9.7 Participants Bound by This Agreement.** By this Agreement, you make coverage under USBHPC's Employee Assistance Program available to Participants who are eligible and duly enrolled in accordance with the requirements of this Agreement. This Agreement shall be subject to amendment and termination in accordance with the terms of this Agreement without the necessity of either party obtaining the consent or concurrence of any Participant. By electing such coverage or accepting its benefits, all Participants legally capable of contracting, and the legal representatives of all Participants incapable of contracting, agree to be bound by all of the terms and conditions of this Agreement.

**9.8 Nondisclosure and Confidentiality.** Neither party shall release any information regarding the terms set forth in this Agreement to any person or entity without the prior written consent of the other, except such information as may be necessary to disclose to agents, affiliates, attorneys, accountants, governmental regulatory agencies, or participants in order to carry out the terms of this Agreement, except as otherwise required by applicable law or provisions of this agreement. Both parties shall keep confidential, and shall take the usual precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained in accordance with this Agreement.

**9.9 USBHPC Policies, Procedures, Rules and Interpretations.** USBHPC may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Agreement in a manner which is fair, reasonable and consistent with the purposes of the Knox-Keene Health Care Service Plan Act of 1975 as amended. You and all Participants are required to comply with all such policies, procedures, rules, and interpretations.

**9.10 Severability.** If any clause, sentence, provision, or other portion of this Agreement is, or becomes, illegal, null, void, or unenforceable for any reason, or is held by a court of competent jurisdiction to be so, the remainder of this Agreement shall remain in full force and effect.

**9.11 Entire Agreement.** This Agreement, with its attachments or Product Schedules or any subsequent addenda, amendments or attachments, constitutes the entire Agreement between the parties governing the subject matter of this Agreement. This Agreement supersedes any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only.

**Attachment A  
Fees**

**1. Total Monthly Fees:**

| <u>Type of Service</u>  | <u>Total Monthly Fee</u>           |
|---|------------------------------------|
| Employee Assistance Program:<br><br>Up to <b>five (5)</b> Assessment and Referral sessions per Participant per problem per year with a Participating Provider | <br><br><u>\$1.58</u> per Employee |
| Participating Provider Network  | Included                           |

**2. Total Monthly Fee Due Date and Payments:**

The first day of a month of coverage hereunder is the "Total Monthly Fee Due Date." You agree to remit to us on or before the Total Monthly Fee Due Date the applicable Total Monthly Fee set forth immediately above, for each Employee enrolled. If the Total Monthly Fee payment is not made in full by you on or prior to the Total Monthly Fee Due Date, a thirty (30) day grace period shall be granted for payment without interest charge. Any Total Monthly Fee payments, which remain outstanding subsequent to the grace period, shall be subject to a late penalty charge of one percent (1.00%) for each thirty (30) days period or portion thereof which the Total Monthly Fee payment remains outstanding. If this Agreement is terminated for any reason, you shall continue to be held liable for all Total Monthly Fee payments due and unpaid at the time of such termination including, but not limited to, all applicable Total Monthly Fee payments and late penalty charges for any time the Agreement was in force during a grace period.

**3. Total Monthly Fee Adjustments:**

In the event that an Employee is enrolled hereunder on or before the fifteenth (15th) day of a month, you agree to remit to us on or before the next Total Monthly Fee Due Date an additional Total Monthly Fee for such Employee for the month in which the Employee is enrolled. In the event that an Employee is enrolled hereunder after the fifteenth (15th) of the month, no Total Monthly Fee is due. In the event that an Employee is terminated hereunder on or before the fifteenth (15th) day of a month, no Total Monthly Fee is due for such Employee for the month. In the event that an Employee is terminated after the fifteenth (15th) of a month, the Total Monthly Fee is due for such Employee for that month. You may offset any subsequent Total Monthly Fee payment by any amount paid on behalf of an Employee terminated on or before such fifteenth (15th) day. You must identify on the monthly remittance the number of Employees that are being offset for such month.

**4. Total Monthly Fee Changes:**

We may change the Total Monthly Fee at the end of the Initial Term and during any Subsequent Term by giving no less than thirty (30) days prior written notice to you. The Total Monthly Fees shall not be revised more often than one (1) time at the end of the Initial Term or during any Subsequent Term. Notwithstanding the foregoing, if a change in this Agreement is necessitated by a change in applicable law or regulations or in the interpretation of applicable law or regulations by a court of competent jurisdiction or by any governmental body which has authority to regulate either party or the subject matter of this Agreement, and if such change results in an increase of our risk or expenses under this Agreement, or if there is a material change in the number of your eligible Participants, we may change the Total Monthly Fee at any time upon thirty (30) days prior written notice to you. Any such change shall not be taken into account in determining whether the limit of one (1) change per Initial Term or Subsequent Term has been reached.

**Attachment B**  
**Products and Services**  
**Employee Assistance Program Services Product Schedule**

**1. Definitions.**

**Community Assistance Resource.** A third party public or private facility, service, program, business, occupation or profession that provides services for the personal, educational, emotional or financial cares and concerns of individuals, including by way of example, services relating to education, medicine, mental health, substance abuse, law and finance.

**DOT:** United States Department of Transportation.

**DOT Regulations:** Regulations promulgated by the DOT pursuant to the Omnibus Transportation Employee Testing Act of 1991, and as codified at 49 C.F.R. Part 40.

**Formal Referral.** The term used in regards to a management referral whereby the manager identifies a performance problem that the Employee must address, and suggests the EAP as a resource that might be helpful in support of this goal.

**Informal Referral.** The term used in regards to a management referral whereby a manager suggests to an Employee that the EAP could be helpful to assist with a personal problem.

**Mandatory Referral.** The term used in regards to a management referral whereby a manager identifies a performance problem and requires that the Employee work with the EAP as a condition of employment retention.

**2. Participant Effective Dates of Coverage for EAP Services.** Subject to your payment of the applicable Total Monthly Fee, as set forth in Attachment A, coverage for EAP services under this Agreement shall become effective for each Participant on the date specified by you.

**3. Access to EAP Services.** We will implement a plan to help the Participant resolve the issue prompting the request for EAP services through a joint effort between us and the Participant, which joint effort may include supportive counseling and problem-solving or when we deem appropriate, identifying a Community Assistance Resource for the Participant.

**4. Employee Assistance Program ("EAP") Services.** We shall provide the Covered Services described under the caption "EAP Benefit Plan Summary" in the Combined Evidence of Coverage and Disclosure Form set forth in attached Attachment C, which is incorporated herein by reference, subject to all Exclusions and Limitations as well as all other terms and conditions in this Agreement. The EAP benefit is available to Members to receive confidential help for a wide range of personal and work-related concerns.

We shall provide the following services:

- (a) Unlimited twenty-four (24) hour toll-free telephone access
- (b) Telephonic consultation
- (c) Assessment of Participant's needs during the Participant's initial phone call
- (d) Up to five (5) sessions per Participant per problem per year with a Participating Provider
- (e) Referral to community resources
- (f) Follow-up

(g) Management consultation and support services as a result of Informal Referrals, Formal Referrals and Mandatory Referrals from an Employee's supervisor or manager

## 5. Workplace Services

(a) **Human Resource Consultation.** We shall provide consultation and support to your human resource representatives on a variety of workplace concerns related to behavioral health twenty-four (24) hours per day.

(b) **Benefits Orientations.** Upon request, we shall provide manager orientations to introduce our services to your managers upon thirty (30) days' prior written notice for scheduling purposes. We shall provide one (1) orientation for every five hundred (500) Employees covered under this Agreement. Annual training hours may be used to cover the cost of any additional orientations.

(c) **United States Department of Transportation (DOT) Services.** If your Employees are subject to DOT regulations, we shall provide access to participating "Substance Abuse Professionals" as defined in DOT regulations, who will provide consultation, coordination of services, and assistance in instances where your Employees who work in safety sensitive positions test positive for drugs or alcohol as described in the DOT Regulations.

6. **Exclusions and Limitations.** "Exclusions and Limitations" means any service specifically listed or described under the caption "Exclusions and Limitations" in the attached Combined Evidence of Coverage and Disclosure Form, Attachment C to this Agreement.



### **Communication Materials Product Schedule**

For the duration and subject to the terms of the Agreement, we will provide the following educational and information materials:

#### **1. Educational Materials**

**Written Information.** We will provide individual Employees up to four (4) pieces of written information per consultation.

#### **2. Participant Materials**

We will provide you with one (1) brochure or flyer (including a perforated wallet card) that describes the benefit for every eligible Employee and a mutually agreed upon number of posters. We will also provide you with a sample Manager's Resource Guide.

All materials will include the toll-free telephone access number and the Account number, where appropriate.

**Attachment C**

U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA ("USBHPC")

**EMPLOYEE ASSISTANCE PROGRAM**

425 MARKET STREET, 12th FLOOR

SAN FRANCISCO, CA 94105

**Combined Evidence of Coverage and Disclosure Form**

**Employee Assistance Program (EAP)**

**Effective Date:** January 1, 2020

This Combined Evidence of Coverage and Disclosure Form ("EOC") discloses the terms and conditions of coverage. However, the EOC constitutes only a summary of your Employee Assistance Program. The document entitled "Employee Assistance Program Agreement" must be consulted to determine the exact terms and conditions of your coverage. A specimen copy of the Employee Assistance Program will be furnished upon request. You are automatically enrolled for coverage in this Employee Assistance Program by your employer, however, to the extent that you are not automatically enrolled, you have the right to review this EOC prior to enrollment. If you have special health care needs, read this EOC completely and carefully to determine if this benefit provides coverage for your special needs.

425 Market Street, 12th Floor

San Francisco, CA 94105

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## **Article 1 Definitions**

### **1.1 Behavioral Health Professional.**

A person with a clinical master's degree in behavioral health that is licensed in his or her field.

### **1.2 Counseling.**

A therapeutic clinical process based on face-to-face interaction between a Participant and/or a Participant's family and a practitioner and/or other persons with similar clinical conditions for the purpose of identifying the Participant's problems and needs, setting goals and interventions, resolving problems, and promoting new behaviors.

### **1.3 Covered Services.**

Employee Assistance Program ("EAP") services that are covered under the terms of the EAP Benefit Plan, as set forth in the EAP Benefit Plan Summary.

### **1.4 Department.**

"Department" means the California Department of Managed Health Care.

### **1.5 Dependent.**

Your dependent as defined by your employer. If not defined by your employer, dependent shall mean an individual who is a member of your household and who is eligible and enrolled in accordance with all applicable requirements established by your employer.

### **1.6 Employee Assistance Program or "EAP".**

Services designed to assist Participants in finding solutions for personal and workplace problems as described in Article 2 of this Combined Evidence of Coverage and Disclosure Form.

### **1.7 EAP Benefit Plan.**

The services to which Participants are entitled under this Combined Evidence of Coverage and Disclosure Form, as such document may be amended from time to time.

### **1.8 EAP Benefit Plan Summary.**

The Summary of Covered Services, Exclusions and Limitations applicable to the EAP. The Benefit Plan Summary is attached to this Combined Evidence of Coverage and Disclosure Form.

### **1.9 Exclusions and Limitations.**

Any service listed or described as excluded in this Combined Evidence of Coverage and Disclosure Form.

### **1.10 Expedited Review of Grievances.**

The written procedures established by USBHPC to resolve Participant grievances involving an imminent and serious threat to the health of the clients, including but not limited to, severe pain, potential loss of life, limb, or major bodily function. These are set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

### **1.11 Grievance Procedure.**

The written procedures established by USBHPC to resolve Participant and provider grievances, as set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

### **1.12 Independent Medical Review.**

The state regulatory processes available to the Participant in addition to USBHPC's grievance process to resolve a disputed health care service, as set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

### **1.13 Limited English Proficient (LEP).**

A Participant who has an inability or a limited ability to speak, read, write, or understand the English language at a level that permits that individual to interact effectively with health care providers or USBHPC employees.

### **1.14 Participant.**

An employee, or a dependent of an employee, who is entitled to benefits or coverage under the terms and conditions of the EAP Benefit Plan.

### **1.15 Participating Provider.**

A Provider that has entered into a contract with USBHPC to provide Covered Services to eligible Participants.

### **1.16 Provider.**

Any practitioner who or that is qualified and duly licensed or certified by the State of California to furnish EAP services to Participants.

### **1.17 Total Monthly Fee(s).**

The fee(s) for Covered Services rendered under the Agreement between us and your employer.

## **Article 2 Employee Assistance Program**

Your employer or plan administrator has selected USBHPC to provide a benefit called an Employee Assistance Program (EAP). The EAP benefit is available to you and your dependents to receive confidential help for a wide range of personal and work-related concerns. You can receive a referral to a licensed behavioral health professional for a specific number of face-to-face Counseling sessions (as specified in the attached EAP Benefit Plan Summary) covered under your EAP Benefit Plan, and/or receive assistance in identifying appropriate community resources.

### **2.1 How to Access Care.**

Participants can call USBHPC's toll-free number at (866) 248-4094, 24 hours a day, seven days a week. When Participants call USBHPC, Participants will be immediately connected to a skilled Behavioral Health Professional with a clinical master's degree and at least four years of clinical experience, who will help Participants find the right resource for his or her particular situation. The Behavioral Health Professional may request some general information beginning with the Participant's name, social security number, employer, home and work telephone numbers, home address, date of birth, as well as a brief description of the Participant's reason for seeking assistance. The Behavioral Health Professional will work with the Participant to identify a licensed professional who best meets the Participant's needs, e.g. close to the Participant's work or home, who can help the Participant sort through his or her concerns and make

**next step decisions in treating the issues he or she has described, and who is part of USBHPC's network of Participating Providers. Special needs will be addressed.**

For Participants with limited English proficiency ("LEP"), USBHPC will provide language assistance services to ensure that LEP Participants are able to communicate effectively with USBHPC personnel in their preferred spoken language, are able to obtain written communication from USBHPC in a threshold language, and are able to either be referred to Participating Providers who have attested to fluency in the LEP Participant's own language or be provided with interpretation services at the Counseling session. Language assistance services will be provided at no cost to the LEP Participant.

## **2.2 Range of Services.**

USBHPC offers a full range of assessment and referral services to Participants through the EAP. These include individual, couple, and family assessments for most types of personal problems including:

- |                         |                            |
|-------------------------|----------------------------|
| - Single Parenting      | - Unresolved Grief         |
| - Eating Disorders      | - Marital Problems         |
| - Dual Careers          | - Sexual Problems          |
| - Anxiety               | - Retirement Concerns      |
| - Depression            | - Career Change            |
| - Parent-child Conflict | - Financial/Legal Concerns |
| - Job "Burnout"         | - Physical Abuse           |
| - Work Related Problems | - Alcohol or Drug Problems |
| - Life Transition       | - Problems of Adolescence  |
| - Aging Parents         | - Stress                   |
| - Death & Dying         | - Compulsive Gambling      |

## **2.3 Community Resources.**

Eligible Participants can also receive a referral through the EAP to services offered by the community and other local resources such as:

- a. Dependent care and related referral services, including resources for childcare, as well as for elderly or disabled Participants;
- b. Legal consultation, including a free consultation with an attorney and a follow-up referral to a conveniently located attorney at a discounted fee;
- c. Financial consultation, ranging from individual sessions focusing on personal finances, to seminars covering such issues as saving for college and retirement planning; and
- d. Self-help groups.

## **2.4 Confidential Services.**

USBHPC believes that maintaining the confidentiality of EAP services is a fundamental right to which everyone is entitled. All records, including medical information, referrals and evaluations, are kept confidential in accordance with federal and state laws. USBHPC does not disclose private information to anyone without explicit written instructions from the Participant or as requested by the noncovered custodial parent of a child, except within federal and state guidelines, which require that information be released.

Participants, who are adult patients, have the right to inspect their medical records and provide USBHPC, in writing, with corrections to any item or statement that the Participant believes to be incomplete or incorrect in their medical records.

- a. Corrections for each incomplete or incorrect item in the Participant's record are limited to two hundred and fifty (250) words.
- b. The Participant must also clearly state in writing that the Participant wishes his or her written corrections to be made part of his or her record.
- c. USBHPC will attach the Participant's corrections to the Participant's records and include such corrections whenever USBHPC makes a disclosure of the incomplete or incorrect portion of a Participant's records to any third party.

**A STATEMENT DESCRIBING USBHPC'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO PARTICIPANTS UPON REQUEST.**

## **2.5 Participant Coverage/EAP Benefit Plan Summary.**

The EAP offers coverage for up to five (5) Counseling visits/sessions per Participant per problem per year at no charge to you. All visits must be precertified by a USBHPC Behavioral Health Professional and provided by a Participating Provider to ensure coverage under the EAP Benefit Plan.

## **2.6 Exclusions and Limitations.**

No payment will be made by USBHPC for any of the following:

- a. Physician services, including services from a psychiatrist
- b. Hospital services (inpatient and outpatient services)
- c. Diagnostic laboratory and diagnostic and therapeutic radiological services
- d. Home health services
- e. Emergency health care services
- f. Drugs and medications

## **2.7 Choice of Providers.**

Each Participant who requests that Covered Services be provided will be assigned by USBHPC to a Participating Provider who will coordinate the Covered Services to be received by the Participant from that Participating Provider. If a Participant desires to change his or her assignment to a particular Participating Provider, the Participant should inform USBHPC. USBHPC will consider all such requests, but will have sole discretion to determine whether the Participant will be assigned to another Participating Provider or permitted to obtain Covered Services from a provider other than a provider that has been arranged by USBHPC.

If your Participating Provider is terminated by USBHPC from the Participating Provider network, you may request that USBHPC arrange for the continuation of Covered Services for up to ninety (90) days from the Participating Provider's date of termination. Continuation of Covered Services will allow appropriate time for you to transition to another Participating Provider. Continuation of Covered Services is subject to the five (5) Counseling session maximum per problem each year in accordance with the EAP Benefit Plan Summary and only applies if you have an acute condition, serious chronic condition or are pregnant.

## **2.8 Prepayment Fees.**

The employer prepays all applicable monthly fees for coverage under the EAP. EAP benefits are available at no charge to Participants.

## **2.9 Liability of Participant for Payment.**

If a Participant chooses to obtain EAP services from a provider other than a Participating Provider that has been arranged by USBHPC, the Participant will be liable for payment for such services, even if the services would otherwise have qualified as Covered Services, unless USBHPC gives prior written authorization for the receipt of such services by the Participant from such provider. No loss of benefits shall ensue to Participants who change from one Participating Provider to another Participating Provider with USBHPC's approval.

## **2.10 Eligibility and Renewal.**

To be eligible to enroll for the EAP, Participants must meet the eligibility requirements established by the employer in accordance with the contract between the employer and USBHPC (the "Employee Assistance Program Agreement"). The Employee Assistance Program Agreement is available for review upon request. Each Participant becomes eligible for coverage upon the employer's payment of a Total Monthly Fee paid on behalf of the Participant. After the initial term of the Employee Assistance Program Agreement, coverage will automatically renew for twelve (12)-month terms unless canceled.

## **2.11 Termination of Coverage.**

Your coverage will terminate upon your employer's determination that you do not meet the eligibility requirements established by your employer, or if the Employee Assistance Program Agreement terminates for any reason, including if your employer has failed to pay the Total Monthly Fee. USBHPC may terminate the Employee Assistance Program Agreement if your employer has failed to pay the Total Monthly Fee when it is due and USBHPC has notified and billed your employer for such Total Monthly Fee. If your coverage terminates, or if the Agreement is terminated due to your employer's failure to pay the Total Monthly Fee when due, and you are undergoing treatment for an ongoing condition at the time of such termination, we shall continue to be financially responsible only for those EAP services provided after such termination that had already received prior written certification as Covered Services, and had already commenced, as of the date of such termination. Your employer will provide you with written notice if your employer and USBHPC mutually agree to terminate the Employee Assistance Program Agreement, or if the Agreement is terminated for other reasons.

## **2.12 Reinstatement.**

While the Employee Assistance Program Agreement is in effect, the employer determines the eligibility of all Participants, including reinstatement if a Participant's coverage has terminated for any reason.

## **2.13 Director Review of Termination.**

Any Participant, who in good faith believes that his or her coverage was terminated or not renewed because of the Participant's health status or requirements for health care services, may request a review of the termination or non-renewal by the California Department of Managed Health Care. If the Director determines that a proper complaint exists under Section 1365 of the California Health and Safety Code, the Director will notify USBHPC of that fact. USBHPC must, within fifteen (15) days after receipt of the notice, either request a hearing or reinstate the Participant. If, based on the hearing, the Director determines that the termination or non-renewal is contrary to applicable law, the Participant must be reinstated retroactive to the time of the termination or non-renewal. Under such circumstances, USBHPC would be liable for the expenses incurred by the Participant after the termination or non-renewal for EAP services that would otherwise have received certification as Covered Services.

## **2.14 Compensation of Providers.**



USBHPC will be responsible for compensating Participating Providers for Covered Services provided to Participants in accordance with the requirements of any contract between USBHPC and the provider. Participating Providers bill USBHPC directly for services rendered. All contracts between USBHPC and Participating Providers require that, in the event USBHPC fails to pay the Participating Provider for Covered Services for which USBHPC is financially responsible, no Participant will be liable to the Participating Provider for such non-payment.

### **Article 3** **Grievance Procedures**

#### **3.1 Grievance Procedures.**

Every Participant has the right to communicate a complaint to USBHPC either by telephone at 800-999-9585, or in writing to the:

Grievance & Appeals Department  
U.S Behavioral Health Plan, California  
425 Market Street, P.O. Box 2839  
San Francisco, CA 94126

Or by facsimile at 1-800-984-7584;  
Or at the USBHPC Web site: [www.liveandworkwell.com](http://www.liveandworkwell.com)

A complaint must be communicated in the method stated above within 180 calendar days of the initial non-authorization or the event giving rise to the complaint.

An exception to the one hundred and eighty (180) calendar day filing requirement can be made by the Complaint Coordinator on the basis of either a telephone call or written request by the complainant which reasonably explains their inability to meet the filing deadline (e.g. Participant seeking a second opinion or a medical condition precluded Participant from making complaint).

USBHPC will provide the Participant with written acknowledgment within five (5) calendar days of such receipt of the complaint, including the date received, the name, telephone number and address of a representative of USBHPC who may be contacted regarding the status of the complaint. USBHPC will investigate the complaint and resolve it. All complaints by Participants concerning the adequacy or competency of clinical services will be immediately referred to the USBHPC Medical Director. A Participant will receive written notification of the resolution of his or her complaint within thirty (30) calendar days of USBHPC's receipt of the complaint. USBHPC will supply the Participant with its Grievance Procedure and complaint forms upon request.

The limited English proficient ("LEP") Participant has the right to free language assistance services. If requested by the LEP Participant, USBHPC provides assistance in the filing of any complaint including assisting the LEP Participant with access to an interpreter.

Complaint acknowledgment and resolution letters are sent in English with a notice informing Participants of the availability of free language assistance services. These services include oral interpretation and, for grievance documents, translation services in the most frequently spoken languages.

#### **3.2 Expedited Review of Grievances.**

For Participant grievances involving an imminent and serious threat to the health of the Participant, including but not limited to, severe pain, potential loss of life, limb, or major bodily function, USBHPC shall immediately inform the Participant, in writing, of the Participant's right to notify the Department and provide the Participant and the Department with a written statement on the disposition or pending status of the grievance no later than three (3) calendar days from receipt of the grievance.

### **3.3 Request for Voluntary Mediation and DMHC Review of Grievances.**

In addition to your other rights set forth in Article 3, you, or an agent acting on your behalf, may request voluntary mediation with USBHPC prior to exercising your right to submit a grievance to the Department of Managed Health Care. The use of mediation services shall not preclude your right to submit a grievance to the Department upon completion of mediation. In order to initiate mediation, you, or the agent acting on your behalf, and USBHPC shall voluntarily agree to mediation. Expenses for mediation shall be borne equally by both sides. The Department shall have no administrative or enforcement responsibilities in connection with the voluntary mediation.

**The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at (800-999-9585) and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by USBHPC related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.**

#### **Article 4 Public Policy Committee**

USBHPC has established a Public Policy Committee, which participates in establishing public policy for USBHPC's EAP including, but not limited to, the comfort, dignity and convenience of Participants. For more information about the Public Policy Committee and Participant participation, interested parties may write to the Chair of the Public Policy Committee at 3111 Camino del Rio North, Suite 800, San Diego California, 92108, Attention: Compliance Department.

**U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA  
EAP BENEFIT PLAN SUMMARY**

**Employee Assistance Program – Up to five (5) Visits**

**COVERED SERVICES:** EAP

**BENEFITS:** Visits 1 – 5, \$0 Copayment

Up to five (5) Visits per Participant per problem per Year.

**Exclusions and Limitations**

No payment will be made by us for:

1. Physician services, including services from a psychiatrist
2. Hospital services (inpatient and outpatient services)
3. Diagnostic laboratory and diagnostic and therapeutic radiological services
4. Home health services
5. Emergency health care services
6. Drugs and medications

*ALL SERVICES MUST BE PRE-CERTIFIED AND  
PROVIDED BY USBHPC PARTICIPATING PROVIDERS*

**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: October 1, 2019

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

Board Meeting Date: October 10, 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 /<br>Amendment | Effective Dates                       |
|----------------|--|------------------------------|---------------------------------------|
|                | Secure Transportation Company,<br>Inc.<br>W20154 | \$10,800.00                  | September 4, 2019 to<br>June 30, 2020 |
|                | Speech Bananas, Inc.<br>W20159                   | \$1,300.00                   | October 11, 2019 to<br>June 30, 2020  |

Approved by the FVSD Board of Trustees  
October 10, 2019

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

The WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION, hereinafter referred to as WOCCSE, on behalf of FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as District, and SECURE TRANSPORTATION COMPANY, INC., hereinafter referred to as Contractor, mutually agree as follows:

1. The term under this Contract shall be September 4, 2019 through June 30, 2020.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCSE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, SEISID                      DOB                      residing within the Fountain Valley School District to Anderson Elementary School, located within the Westminster School District, at a round-trip daily rate of \$120.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$60.00. Transportation schedule to be daily round-trip transport to and from school Monday through Friday beginning 9/04/19 - 6/16/20.
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
  - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
  - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
  - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
  - D. Contractor personnel shall provide "safe riding" and "evacuation" instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
  - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so certified and under current state and local regulations and laws. In addition, all transport vehicles used shall be air-conditioned, be equipped with 2-way radios, and when applicable, be equipped with hydraulic wheelchair lifts.



- B. Vehicles shall be maintained, clean inside and out as necessary and visible repairs to body damage shall be made without undue delay.
  - C. In no case, will a vehicle be used to transport students under the terms of this contract which has installed seating for more than nine (9) passengers, unless it is equipped and certified under California law as a school bus and driven by a licensed school bus driver.
7. All accidents involving equipment or personnel while operating under the terms of the contract shall be reported to WOCCE as soon as is practicable after the occurrence.
  8. WOCCE shall designate a contract administrator for each type of transportation required under this contract who shall be available during regular working hours and have the authority to act in all matters covered by the agreement.
  9. The Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the contractors' work. If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to WOCCE/District for acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and WOCCE/District. WOCCE's consent to, or approval of, any subcontractor under this Contract shall not in any way relieve the Contractor of his obligations under this Contract, and no such consent or approval shall be deemed to waive any provision of this Contract.
  10. The Huntington Beach Union High School District on behalf of WOCCE/District shall pay the Contractor on a monthly basis for all transportation services, based upon the submission of an itemized invoice. Invoices must include individual trip tickets showing the name of the passengers and destination of runs.
  11. The Contractor shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder, without the prior written consent of WOCCE.
  12. While performing services under the Contract, the Contractor and any subcontractors, are independent Contractors and not an officer, employee or agent of WOCCE.
  13. The Contractor shall hold harmless and indemnify WOCCE/District, its officers, agents and employees from every claim, demand, or liability, which may be made by reason of:
    - A. Any injury to property or person including death, sustained by the Contractor or by any person, firm, or corporation employed by the Contractor, directly or indirectly upon or in connection with the services hereunder, however caused; and
    - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by an error, omission, neglect or torturous act of the Contractor, its officers, agents or employees upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed; and



- C. The Contractor, at its own expense, cost and risk, shall defend any and all action, suits or other proceedings, that may be brought or instituted against WOCCSE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCSE/District, its officers, agents or employees in any such action, suit or other proceedings as a result thereof.
14. The Contractor shall take out and maintain during the life of this Contract: 1) comprehensive public liability insurance consisting of bodily injury liability in amounts not less than One Million (\$1,000,000) for any one (1) person and One Million (\$1,000,000) for any one (1) occurrence and property damage insurance in an amount equal to One Million (\$1,000,000) to insure against all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract. This coverage will be endorsed naming WOCCSE as additional insured. 2) Workers' Compensation Insurance to statutory limits by the State of California.

The Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance as shall protect the subcontractor and WOCCSE with respect to those same claims and liabilities as to which the Contractor holds WOCCSE harmless as provided for in the Contract documents. Such insurance shall be in the amounts and requirements set forth above.

15. The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurance and certificated which have been delivered to and approved by the Purchasing Department of the Huntington Beach Union High School District.

Certificates and insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to WOCCSE stating the effective date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing of said notice."

Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

16. WOCCSE may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if:
- a. The Contractor fails to perform the services satisfactorily, or to furnish safe and adequate equipment or personnel during the time specified herein or any extension thereof:
- OR
- b. The Contractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten (10) days (or such longer period as

WOCCSE may authorize in writing) after receipt of notice from WOCCSE specifying such failure.

The Contractor shall not be liable for any excess costs if the failure to perform under the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of WOCCSE or anyone employed by it, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors of supplies due to such causes.

The Contractor shall be required to continue services under the Contract which are not terminated.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 29<sup>th</sup> day of August 2019 and terminates on June 30, 2020, unless sooner terminated as provided herein.

**Fountain Valley School District**

**Secure Transportation Company, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Dr. Mark Johnson, Superintendent  
Name and Title of Authorized Representative

Jeff Boshears, Chief Financial Officer  
Name and Title of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**West Orange County Consortium for  
Special Education**

By: \_\_\_\_\_  
Signature

Jimmy Templin, Executive Director  
Name and Title of Authorized Representative

Date: \_\_\_\_\_



**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK  
EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 11972.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**PENAL CODE SECTION 667.5(C)** - Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

**PENAL CODE SECTION 1192.7** - Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling for furnishing specified controlled substances to a minor; penetration of genital or anal opening by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The CONTRACTOR shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK  
FINGERPRINTING CERTIFICATION**

To the Governing Board of the Huntington Beach Union High School District:

I Secure Transportation Company, Inc., acknowledge and certify as follows:

I have carefully read and understand the Notice to Contracts Regarding Criminal Record Checks "NOTICE" (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

Due to the nature of the work to be performed, I, my employees, subcontractors, employees of subcontractors and/or volunteers (check all that apply):

- ☒ May have contact with students of the SELPA/Member Districts.
- ☐ Will have only limited contact with pupils, and requests that the SELPA/Member Districts provide supervision of its employees, subcontractors, employees of subcontractors, and or volunteers by SELPA/Member District personnel while such employees are in contact with pupils.
- ☐ Will have NO contact with students of the SELPA/Member Districts.

I, my employees, subcontractors, employees of subcontractors, and or volunteers who may have contact with SELPA/Member Districts students MUST complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

I, nor any of my employees, subcontractors, employees of subcontractors, and or volunteers who will be performing the work have been convicted of a violent or serious felony as defined in the NOTICE and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Secure Transportation Company, Inc.  
CONTRACTOR Name / Business Name  
Jeff Boshears  
Printed Name of Authorized Signer  
Chief Financial Officer (CFO)  
Title of Authorized Signer  
\_\_\_\_\_  
Authorized Signature

434 E. Broadway Avenue  
Address  
Long Beach, CA 90802  
City, State, Zip  
(800) 856-9994  
Telephone  
schools@securetransportation.com  
E-Mail Address



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of October, 20 19, by and between Speech Bananas, Inc., hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Educational Evaluation Auditory-Verbal Therapy (AVT) Assessment services for student; \_\_\_\_\_, SEISID \_\_\_\_\_, birthdate \_\_\_\_\_

2. The Independent Contractor will commence providing services under this AGREEMENT on October 11, 2019 and will diligently perform as required and complete performance by June 30, 2020

The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.

4. The DISTRICT shall pay the Independent Contract A total not to exceed \$1,300.00  
To include comprehensive assessment, written report, records review, any related school visits and/or interviews/observations, and IEP meeting participation via teleconference. See IEE guidelines, Appendix A & B for services pursuant to this AGREEMENT.

Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.

5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.

6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.

- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.



**INDEPENDENT CONTRACTOR AGREEMENT**

Page Two

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

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

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

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

**INDEPENDENT CONTRACTOR****FOUNTAIN VALLEY SCHOOL DISTRICT**

Signature

Signature

Speech Bananas, Inc.Dr. Mark Johnson  
Superintendent

Printed Name

3840 Woodruff Avenue, Suite 21110055 Slater Avenue  
Fountain Valley, CA 92708

Address

Long Beach, CA 90808

City, State, Zip

46-4553539

Federal ID for business/Social Security No. for individuals

Date

Date

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: October 1, 2019

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

Board Meeting Date: October 10, 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 / Amendment | Effective Dates                  |
|----------------|---|---------------------------|----------------------------------|
| N/A            | Olive Crest Academy –<br>Garden Grove<br>W20112 | N/A                       | July 1, 2019 to<br>June 30, 2020 |
| N/A            | Olive Crest Academy –<br>Orange<br>W20113       | N/A                       | July 1, 2019 to<br>June 30, 2020 |
|                | Olive Crest Academy<br>W20114                   | \$278.00                  | July 1, 2019 to<br>June 30, 2020 |
|                | Olive Crest Academy<br>W20115                   | \$340.00                  | July 1, 2019 to<br>June 30, 2020 |
|                | Olive Crest Academy<br>W20116                   | (\$1,828.00)              | July 1, 2019 to<br>June 30, 2020 |

Approved by the FVSD Board of Trustees  
October 10, 2019

Dr. Mark Johnson  
Superintendent

Date:



AMENDMENT NO. 1  
TO  
MASTER CONTRACT #W20112, DATED JUNE 27, 2019  
BETWEEN  
FOUNTAIN VALLEY SCHOOL DISTRICT  
AND  
OLIVE CREST ACADEMY – GARDEN GROVE

This Amendment No. 1 to the Master Contract (W20112) dated June 27, 2019 is made and entered into this 10th day of October, 2019, between the Fountain Valley School District, hereinafter referred to as "District," and Olive Crest Academy – Garden Grove, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

1. Exhibit A: 2019-2020 Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2019 through June 30, 2020.
2. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated June 27, 2019 shall remain in full force and effect.

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

# EXHIBIT A: 2019-2020 RATES

CONTRACTOR Olive Crest Academy-GG  
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER W20112 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 \_\_\_\_\_

|   | Original  | Revised   | Period   |
|---|-----------|-----------|----------|
| A. <u>Basic Education Program/Special Education Instruction</u> | \$ 190.77 | \$ 190.77 | Per Diem |
| 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

|   | Original          | Revised           |                |
|---|-------------------|-------------------|----------------|
| (1) a. Transportation – Round Trip  | 45.55-56.08-66.68 | 46.94-57.78-68.73 | Per Day        |
| b. Transportation – One Way   |                   |                   |                |
| c. Parent*  |                   |                   |                |
| (2) a. Educational Counseling – Individual                                | Inclusive         | Inclusive         | Per Hour       |
| b. Educational Counseling – Group of _____                                | Inclusive         | Inclusive         | Per Hour       |
| c. Additional Student Counseling – Individual                             |                   | \$ 123.91         | Per Hour       |
| d. Counseling – Parent  | \$ 109.44         | \$ 112.78         | Per Hour       |
| (3) a. Adapted Physical Education – Individual                            |                   |                   |                |
| b. Adapted Physical Education – Group of _____                            |                   |                   |                |
| (4) a. Language and Speech Therapy – Individual                           | \$ 55.71          | \$ 115.05         | 30min / Per Hr |
| b. Language and Speech Therapy – Group of 2                               | \$ 55.71          | \$ 115.05         | 30min / Per Hr |
| c. Language and Speech Therapy – Group of 3                               |                   |                   |                |
| d. Language and Speech – Assessment                                       |                   |                   |                |
| e. Language and Speech – Consultation Rate                                | \$ 111.42         | \$ 131.74         | 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         | Inclusive         | Per Hour       |
| b. Behavior Intervention and Implementation (BII)                         | Inclusive         | Inclusive         | Per Hour       |
| c. Behavior Intervention – Supervision                                    |                   |                   |                |
| Provided by: _____  |                   |                   |                |
| d. Behavior Support Services (outside of school hours)                    | \$ 109.44         | \$ 109.22         | Per Hour       |
| (9) a. Behavioral Assistant – 1:1 Classroom                               | \$ 122.32         | \$ 122.08         | Per Day        |
| b. Behavioral Assistant – During Transit                                  | \$ 63.82          | \$ 65.78          | Per Day        |
| (10) Translation Services   | \$ 75.00          | \$ 75.00          | Per IEP        |
| (11) Nursing Services   |                   |                   |                |
| (12) Re-Connect Program   |                   |                   |                |
| a. In-home Assessment and Plan Development (up to 4 hours)                | \$ 125.00         | \$ 125.00         | Per Hour       |
| b. Student Counseling   | \$ 125.00         | \$ 125.00         | Per Hour       |
| c. Parent Counseling  | \$ 125.00         | \$ 125.00         | Per Hour       |

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



AMENDMENT NO. 1  
TO  
MASTER CONTRACT #W20113, DATED JUNE 27, 2019  
BETWEEN  
FOUNTAIN VALLEY SCHOOL DISTRICT  
AND  
OLIVE CREST ACADEMY – ORANGE

This Amendment No. 1 to the Master Contract (W20113) dated June 27, 2019 is made and entered into this 10th day of October, 2019, between the Fountain Valley School District, hereinafter referred to as "District," and Olive Crest Academy – Orange, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

1. Exhibit A: 2019-2020 Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2019 through June 30, 2020.
2. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated June 27, 2019 shall remain in full force and effect.

CONTRACTOR,

Olive Crest Academy – Orange  
Nonpublic School/Agency

By: \_\_\_\_\_

Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

LEA,

Fountain Valley School District

By: \_\_\_\_\_

Signature

\_\_\_\_\_ Date

Dr. Mark Johnson, Superintendent  
Name and Title of Authorized  
Representative



# EXHIBIT A: 2019-2020 RATES

CONTRACTOR Olive Crest Academy-Orange  
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER W20113 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 \_\_\_\_\_

|   | Original  | Revised   | Period   |
|---|-----------|-----------|----------|
| A. <u>Basic Education Program/Special Education Instruction</u> | \$ 190.77 | \$ 190.77 | Per Diem |
| 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. <u>Related Services</u>  | Original          | Revised           |                |
|---|-------------------|-------------------|----------------|
| (1) a. Transportation – Round Trip  | 45.55-56.08-66.68 | 46.94-57.78-68.73 | Per Day        |
| b. Transportation – One Way   |                   |                   |                |
| c. Parent*  |                   |                   |                |
| (2) a. Educational Counseling – Individual                                | Inclusive         | Inclusive         | Per Hour       |
| b. Educational Counseling – Group of _____                                | Inclusive         | Inclusive         | Per Hour       |
| c. Additional Student Counseling – Individual                             |                   | \$ 123.91         | Per Hour       |
| d. Counseling – Parent  | \$ 109.44         | \$ 112.78         | Per Hour       |
| (3) a. Adapted Physical Education – Individual                            |                   |                   |                |
| b. Adapted Physical Education – Group of _____                            |                   |                   |                |
| (4) a. Language and Speech Therapy – Individual                           | \$ 55.71          | \$ 115.05         | 30min / Per Hr |
| b. Language and Speech Therapy – Group of 2                               | \$ 55.71          | \$ 115.05         | 30min / Per Hr |
| c. Language and Speech Therapy – Group of 3                               |                   |                   |                |
| d. Language and Speech – Assessment                                       |                   |                   |                |
| e. Language and Speech – Consultation Rate                                | \$ 111.42         | \$ 131.74         | 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         | Inclusive         | Per Hour       |
| b. Behavior Intervention and Implementation (BII)                         | Inclusive         | Inclusive         | Per Hour       |
| c. Behavior Intervention – Supervision                                    |                   |                   |                |
| Provided by: _____  |                   |                   |                |
| d. Behavior Support Services (outside of school hours)                    | \$ 109.44         | \$ 109.22         | Per Hour       |
| (9) a. Behavioral Assistant – 1:1 Classroom                               | \$ 122.32         | \$ 122.08         | Per Day        |
| b. Behavioral Assistant – During Transit                                  | \$ 63.82          | \$ 65.78          | Per Day        |
| (10) Translation Services   | \$ 75.00          | \$ 75.00          | Per IEP        |
| (11) Nursing Services   |                   |                   |                |
| (12) Re-Connect Program   |                   |                   |                |
| a. In-home Assessment and Plan Development (up to 4 hours)                | \$ 125.00         | \$ 125.00         | Per Hour       |
| b. Student Counseling   | \$ 125.00         | \$ 125.00         | Per Hour       |
| c. Parent Counseling  | \$ 125.00         | \$ 125.00         | Per Hour       |

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

**HBUHSD Contract No. W20114**  
Please refer to this number on correspondence, invoices, etc.

**Dr. Mark Johnson, Superintendent**  
(Type Name of Superintendent)



2019/2020

HBUHSD Contract No. **W20115**  
Please refer to this number on correspondence, invoices, etc.

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 10th of October, 2019 between the  
Fountain Valley School District, County of Orange and Olive Crest Academy – Orange for  
(Local Education Agency) (Nonpublic School or Agency)

\_\_\_\_ born on \_\_\_\_\_, who is a resident of Fountain Valley School District  
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

**ORIGINAL CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT        | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Original Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education                                  | NPS           | Per Diem          | \$ 190.77        | 200                  | \$ 38,154.00        |
| Counseling (1x30min/wk Indiv & 1x30min/wk Group) | NPS           | Inclusive         | \$ 0.00          | 86                   | 0.00                |
| Transportation – Zone 2 (RT/day)                 | NPS           | Round-trip        | \$ 56.08         | 200                  | 11,216.00           |
| TOTAL ORIGINAL CONTRACT COST:                    |               |                   |                  |                      | \$ 49,370.00        |

**AMENDMENT #1 CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES ADDED BY THIS ADDENDUM   | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Addendum Cost |
|-----------------------------------|---------------|-------------------|------------------|----------------------|---------------------|
| Transportation – Zone 2 (RT/day)  | NPS           | Per Diem          | \$ 1.70          | 200                  | \$ 340.00           |
| TOTAL AMENDMENT #1 CONTRACT COST: |               |                   |                  |                      | \$ 340.00           |

**AMENDED CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES AS PROVIDED IN AMENDED CONTRACT         | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|--------------------|
| Basic Education                                  | NPS           | Per Diem          | \$ 190.77        | 200                  | \$ 38,154.00       |
| Counseling (1x30min/wk Indiv & 1x30min/wk Group) | NPS           | Inclusive         | \$ 0.00          | 86                   | 0.00               |
| Transportation – Zone 2 (RT/day)                 | NPS           | Round-trip        | \$ 57.78         | 200                  | 11,556.00          |
| TOTAL AMENDED CONTRACT COST:                     |               |                   |                  |                      | \$ 49,710.00       |

This AMENDED Service shall begin on July 1, 2019 and shall terminate at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy – Orange

(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
(Type Name and Title)

-DISTRICT-

Fountain Valley School District

(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Dr. Mark Johnson, Superintendent

(Type Name of Superintendent)

2019/2020

HBUHSD Contract No. **W20116**  
Please refer to this number on correspondence, invoices, etc.

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 10th of October, 2019 between the Fountain Valley School District, County of Orange and Olive Crest Academy – Garden Grove for  
(Local Education Agency) (Nonpublic School or Agency)

\_\_\_\_ born on \_\_\_\_\_, who is a resident of Fountain Valley School District  
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

**ORIGINAL CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT        | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Original Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education                                  | NPS           | Per Diem          | \$ 190.77        | 200                  | \$ 38,154.00        |
| Counseling (1x30min/wk Indiv & 1x30min/wk Group) | NPS           | Inclusive         | \$ 0.00          | 86                   | 0.00                |
| Transportation – Zone 2 (RT/day)                 | NPS           | Round-trip        | \$ 56.08         | 200                  | 11,216.00           |
| TOTAL ORIGINAL CONTRACT COST:                    |               |                   |                  |                      | \$ 49,370.00        |

**AMENDMENT #1 CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES ADDED BY THIS ADDENDUM   | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Addendum Cost |
|-----------------------------------|---------------|-------------------|------------------|----------------------|---------------------|
| Transportation – Zone 1 (RT/day)  | NPS           | Round-trip        | \$ 46.94         | 200                  | \$ 9,388.00         |
| Transportation – Zone 2 (RT/day)  | NPS           | Round-trip        | \$ 56.08         | -200                 | (11,216.00)         |
| TOTAL AMENDMENT #1 CONTRACT COST: |               |                   |                  |                      | \$ (1,828.00)       |

**AMENDED CONTRACT – July 01, 2019 to June 30, 2020**

| SERVICES AS PROVIDED IN AMENDED CONTRACT         | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|--------------------|
| Basic Education                                  | NPS           | Per Diem          | \$ 190.77        | 200                  | \$ 38,154.00       |
| Counseling (1x30min/wk Indiv & 1x30min/wk Group) | NPS           | Inclusive         | \$ 0.00          | 86                   | 0.00               |
| Transportation – Zone 1 (RT/day)                 | NPS           | Round-trip        | \$ 46.94         | 200                  | 9,388.00           |
| TOTAL AMENDED CONTRACT COST:                     |               |                   |                  |                      | \$ 47,542.00       |

This AMENDED Service shall begin on July 1, 2019 and shall terminate at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy – Garden Grove  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
(Type Name and Title)

-DISTRICT-

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Dr. Mark Johnson, Superintendent  
(Type Name of Superintendent)