



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Videoconference via Zoom

**June 11, 2020**

Meeting Link: [https://zoom.us/webinar/register/WN\\_KOXnWia-TMCamhf0rVtnwA](https://zoom.us/webinar/register/WN_KOXnWia-TMCamhf0rVtnwA)

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

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

- PLEDGE OF ALLEGIANCE

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC HEARINGS**

**1. PUBLIC HEARING ON INITIAL CONTRACT PROPOSALS BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2020-21**

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 2020-21 school year. Public input is welcome.

**In order to address the Board of Trustees as a part of the public hearing, please email your comments to [luccheser@fvsd.us](mailto:luccheser@fvsd.us) by 6:15PM on Thursday, June 11<sup>th</sup>. Your comments will be read into the record.**

**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. If a member of the audience requests a response to their comments, the Board of Trustees*

*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.*

*may ask the Superintendent/Staff to respond to them in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

**In order to address the Board of Trustees, please email your comments to [luccheser@fvsd.us](mailto:luccheser@fvsd.us) by 6:15PM on Thursday, June 11<sup>th</sup>. Your comments will be read into the record.**

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

**LEGISLATIVE SESSION**

- 2. RESOLUTION 2020-17 RESERVING THE RIGHT TO MAKE 2020-21 EMPLOYEE COMPENSATION REDUCTIONS FOR EMPLOYEES IN CONFIDENTIAL AND MANAGEMENT POSITIONS** M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

In an effort to address the projected reductions in state funding for public schools and its impact on Fountain Valley School District, the Board of Trustees must consider all available options for reduction of spending. Resolution 2020-17 reserves the right of the Board of Trustees to authorize staff to reduce the work year and salary of confidential and management employees, if deemed necessary, for the 2020-2021 fiscal year.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2020-17 and directs staff to implement the reduction in 2020-2021 of the work year and salary for all confidential and management employees if deemed necessary.

- 3. 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**

- 3-A.** Board Meeting Minutes from May 21<sup>st</sup> regular meeting
- 3-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-C.** Donations
- 3-D.** Warrants
- 3-E.** Purchase Order Listing

**Consent Items****3-F. RESOLUTION 2020-20: APPROVAL OF LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES CONTRACT NUMBER CSPP-0349 AND AUTHORIZING SIGNATURE**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2020-20 approving Local Agreement for Child Development Services Contract Number CSPP-0349 with the California Department of Education for the 2020-21 school year and authorizing Mona Green to sign on the Board's behalf.

**3-G. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2020 through June 30, 2021 and authorizes the Superintendent or designee to sign all documents.

**3-H. RECEIPT OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FOUNTAIN VALLEY CHAPTER #358 INITIAL PROPOSAL FOR 2020-2021**

Superintendent's Comments: It is recommended that the Board of Trustees receives the 2020-21 initial contract proposals of the California School Employees Association and its Fountain Valley School District Chapter #358.

**3-I. PRESENTATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S 2020-2021 PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FOUNTAIN VALLEY SCHOOL DISTRICT CHAPTER #358**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2020-21 initial contract proposals of the Fountain Valley School District to the California School Employees Association and its Fountain Valley School District Chapter #358.

**3-J. RESOLUTION 2020-18 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2020-21 FISCAL YEAR**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2020-18 approving the expenditure of Education Protection Account funds to be received quarterly during the 2020-21 fiscal year.

**3-K. RESOLUTION 2020-19 TEMPORARY INTER-FUND TRANSFERS FROM FUND 40**

Superintendent's Comments: It is recommended that the Board of Trustees adopts **RESOLUTION 2020-19**, the temporary inter-fund transfer of funds from Fund 40.

**3-L. STUDENT ACCIDENT INSURANCE – 2020-21**

Superintendent's Comments: It is recommended that the Board of Trustees approves the selection of CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2020-21 school year.

**3-M. EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**

Superintendent's Comments: It is recommended that the Board of Trustees approves annual agreements for the 2020-21 school year.

**3-N. AUTHORIZE THE USE OF THE PLACENTIA YORBA LINDA (#219-01 DAIRY) BID FOR THE PURCHASE OF FOOD SERVICE PRODUCTS**

Superintendent's Comments: It is recommended that the Board authorizes the Superintendent or his designee, to approve the Placentia Yorba Linda School District Dairy Bid #219-01(piggyback) 2020-2021 rollover for the purchase of the Milk, Juice and Dairy products.

**3-O. REVIEW OF INVESTMENT POLICY**

Superintendent's Comments: It is recommended that the Board of Trustees receives the Investment Policy for review.

**3-P. AWARD BID #20-03 MODULAR BUILDINGS-SITWORK ONLY (FULTON MIDDLE SCHOOL)**

Superintendent's Comments: It is recommended that the Board of Trustees awards Bid# 20-03 to R. Jensen Co., Inc. in the amount of \$ 828,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

**3-Q. AWARD BID #20-04 ROOF REPLACEMENT – MAINTENANCE BUILDINGS**

Superintendent's Comments: It is recommended that the Board of Trustees awards Bid# 20-4 to Chapman Coast Roof Co., Inc. in the amount of \$ 406,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

**3-R. APPROVE THE USE OF A PIGGYBACK CONTRACT WITH CLASS LEASING FOR THE LEASE AND RELOCATION OF RELOCATABLE CLASSROOMS FOR INTERIM HOUSING ASSOCIATED WITH THE MEASURE O HVAC AND MODERNIZATION PROJECT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of a piggyback contract with Class Leasing for the lease of relocatable classrooms for Measure O HVAC and Modernization projects.

### **3-S. APPROVAL OF AGREEMENT WITH IXL**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with IXL Learning, Inc. for the 2020-21 school year for \$117,000.00.

### **3-T. APPROVAL OF AGREEMENT WITH NEWSELA**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with Newsela, Inc. for the 2020-21 school year for \$29,750.00.

### **3-U. APPROVAL OF AGREEMENT WITH PARENTSQUARE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with ParentSquare, Inc. for the 2020-21 school year for \$25,440.00.

### **3-V. S.P.I.R.E. HYBRID READING CURRICULUM**

Superintendent's Comments: It is recommended that the Board of Trustees approves the purchase of S.P.I.R.E. Hybrid for the 2020-2021 school year.

## **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**

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

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

- **APPROVAL TO ADJOURN**

**The next regular meeting of the Fountain Valley School District  
Board of Trustees is on Thursday, June 25, 2020 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 [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255 during normal business hours.*

*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 [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255.*

# **NOTICE OF PUBLIC HEARING**

FOUNTAIN VALLEY SCHOOL DISTRICT

## **INITIAL CONTRACT PROPOSAL BETWEEN FVSD AND CSEA CHAPTER 358 FOR 2020-21**

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 11, 2020 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 Fountain Valley School District and California School Employees Association, Chapter #358 for the 2020-21 school year.  
Public input is welcomed.

**FOUNTAIN VALLEY SCHOOL DISTRICT**

Cathie Abdel

Assistant Superintendent, Personnel



Fountain Valley School District  
Personnel Department

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **RESOLUTION 2020-17- RESERVING THE RIGHT TO MAKE  
2020-2021 EMPLOYEE COMPENSATION REDUCTIONS FOR  
CONFIDENTIAL AND MANAGEMENT EMPLOYEES**  
DATE: June 8, 2020

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**Background:**

In an effort to address the projected reductions in state funding for public schools and its impact on Fountain Valley School District, the Board of Trustees must consider all available options for reduction of spending. Resolution 2020-17 reserves the right of the Board of Trustees to authorize staff to reduce the work year and salary of confidential and management employees, if deemed necessary, for the 2020-2021 fiscal year.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-17 and directs staff to implement the reduction in 2020-2021 of the work year and salary for all confidential and management employees if deemed necessary.



**BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION NO. 2020-17**

**RESOLUTION RESERVING THE RIGHT TO MAKE  
2020-2021 EMPLOYEE COMPENSATION REDUCTIONS FOR  
EMPLOYEES IN CONFIDENTIAL AND MANAGEMENT POSITIONS**

**WHEREAS**, present and projected reductions in state funding for California public schools have resulted and will result in a significant decrease in income for this school district; and

**WHEREAS**, the reduction in state funding necessitates that this Board consider all available options for reduction of spending; and

**WHEREAS**, this Board desires to reserve the right to reduce compensation for unrepresented employees in confidential, supervisory, administrative, and management positions, for the 2020-2021 school year and thereafter; and

**WHEREAS**, this Board has determined it is appropriate to inform all unrepresented confidential, supervisory, administrative, and management employees of the Board's decision to engage in 2020-2021 compensation reductions.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Fountain Valley School District that the District work year, compensation, and benefits for the 2020-2021 fiscal year remain indefinite.

**BE IT FURTHER RESOLVED** that all salary schedules for all unrepresented confidential, supervisory, administrative, and management employees and the other respective daily rates of pay are declared indefinite for the 2020-2021 fiscal year.

**BE IT FURTHER RESOLVED** that all work schedules, work calendars, and other compensation elements (e.g. health and welfare benefits) for all unrepresented confidential, supervisory, administrative, and management employees are also declared indefinite for the 2020-2021 fiscal year.

**BE IT FURTHER RESOLVED** that the Board's designees are directed to notify all unrepresented confidential, supervisory, administrative, and management employees of the indefinite nature of the 2020-2021 work year, compensation, and benefits, and of the possibility that significant adjustments may be made with respect to work year, compensation and benefits and other cost containment matters.

**BE IT FURTHER RESOLVED** that the 2020-2021 compensation reductions under consideration for employees include, but are not limited to, the following:

- a. A reduction in paid employee work days;



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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

Videoconference via Zoom

**May 21, 2020**

Meeting Link:

[https://zoom.us/webinar/register/WN\\_7gYrDW1VQSyzT41GKHJkYw](https://zoom.us/webinar/register/WN_7gYrDW1VQSyzT41GKHJkYw)

**MINUTES**

President Galindo called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

Mrs. Crandall led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

**BOARD REPORTS AND COMMUNICATIONS**

Mrs. Schultz wished that everyone is doing well, staying safe and healthy.

Mr. Cunneen noted that it is such a challenge to be able to connect. He noted missing everyone and looking forward to reuniting soon. His activities since the last meeting included: Rotary meeting with presentation by Dr. Johnson, sharing that FVSD continues to thrive despite the changes. He noted that the District is pushing to find new ways to lead and learn and he continues to marvel at The FVSD Way, a bright light shining here.

Mrs. Crandall thanked Mrs. Lucchese for the weekly videos shared via Constant Contact. Her activities since the last meeting included: the Personnel Commission Classified Employee Celebration, webinar presented by the National Board of Professional Teaching Standards and a training by Newsela. She expressed her thanks to all of the FVSD staff.

Mr. Collins echoed his fellow Trustees’ concerns and love for our teachers and students, noting that he too missed the personal contact and the opportunity to see our students thriving in a classroom setting. He noted his hope that this will change in the near future.

Mrs. Galindo thanked Mrs. Lucchese as well for the weekly videos shared via Constant Contact. Her activities since the last meeting included: webinars discussing updates on what is going on in the State of California and the economy. She thanked her fellow Trustees for their service this month.

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Motion: Mrs. Schultz moved to approve the Declaration of Need.

DECLARATION OF NEED

Second: Mrs. Crandall

Vote: 5-0

Motion: Mr. Cunneen moved to adopt Resolution 2020-16: Resolution and Order of Biennial Trustee Election and Specifications of the Election Order

RESOLUTION 2020-16: RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

Second: Mrs. Schultz

Vote: 5-0

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

CONSENT CALENDAR

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from April 30<sup>th</sup> regular meeting
- Board Meeting Minutes from May 14<sup>th</sup> special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Approval Of 2020-21 CSM Consulting, Inc. Contract
- Suspension of Grades
- Retainer Agreement for Legal Services In 2020-21 School Year with The Law Offices of Margaret A. Chidester & Associates
- Contract With B-43 Productions

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

Dr. Johnson Addressed our students, commended them for doing a phenomenal job at a very unique time in our history and noting that they are to be celebrated for what is going on at home. To our teachers and support staff, he expressed his thanks for their continued support of our students. And he expressed a very special thank you to our parents, noting that they are doing an excellent job, many working while also supporting our students in a system that is entirely new, and many with students of varying ages. Thank you. In addition, he thanked those that completed the recent Distance Learning Survey. We are looking forward to sharing the results in Constant Contact next week. Lastly, regarding how school may look in the fall, he noted that staff have participated in several webinars focused on determining what the future will look like, including one led today by State Superintendent of Public Instruction, Tony Thurmond. He noted that there are multiple models out there and the focus is on the need to return to school safely. To that end, we are sending out one additional survey to garner what parents want from school in September. We still anticipate starting on September 9. We need to understand what parents are wanting from the District, noting options ranging from full school, full Distance Learning or hybrid models. In closing he expressed a giant thank you to everyone. We appreciate all that you are doing to keep us connected during this time.

### **CLOSED SESSION**

Mrs. Galindo 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.

## ADJOURNMENT

**Motion:** Mrs. Crandall moved to adjourn the meeting at 7:56PM.

**Second:** Mr. Cunneen

**Vote:** 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**June 11, 2020**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	McHale, Michelle	Teacher on leave	Tamura	Child Care	2020-21 School Year
1.1.2	McFerran, Allyson	School Counselor	Support Services	Child Care/Personal	2020-21 School Year

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SCHOOL PSYCHOLOGIST INTERNS FOR THE 2020-2021 SCHOOL YEAR.

NAME

- 1.2.1 Brammer, Neena
- 1.2.2 Greenup, Lynn
- 1.2.3 Medina, Iris

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 11, 2020**

**2.0 EMPLOYMENT FUNCTIONS**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Tran, Lan	Tamura	Noon Duty Aide	06/18/2020
2.1.2	Whitney, Vanessa	Plavan	Preschool Assistant	06/18/2020
2.1.3	Zavala, Danielle	District Office	Assessment/Data Technician	06/30/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Ramos, Sheri	Gisler/Oka	ESP Assistant & Food Service Worker	06/18/2020

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.3.1	Anderson, Katie	Talbert	Health Assistant	Maternity	08/19/2020



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

June 11, 2020

<b><i>EDUCATIONAL SERVICES</i></b>
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**3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	SY, Kristel	Summer ESP Aides	Varies	12001 6098-2113	August 2020
	GUTIERREZ, Crystal				
	BURNS, Megan				
	ALONSO, Alejandra				
	LAYMAN-HUGHES				
	HOPKINS, Debbie				
	JONES, Sandy				
	FELLOWS, Yvette				
	WAGONER, Sara				
	SANCHEZ, Carissa				
	HICKMON, Ronald				
	KALLEN, Diane				
	WINMAW, Chitsaya				
	BROWN, Rebecca				
	LAMN, Carolyn				
	TRAN, Amy				
	GODSHALL, Bev				
	GEERTSON, Danna				
	CALVERT, Cathy				
	STINSMAN, Kristy				
	DeMATTOS, Adrianna				
	NAVARRO, Alexis				
	GUTAFSON, Carla				
	WHITE, Ann				
	RAMOS, Shari				
	DUARTE, Maria				
	CORTEZ, Melissa				
	FOGARTY, Christina				
	SILVA, Kezia				
	FRANZOY, Corrine				
	ALLEN, Teresa				
	KIRCHER, Erin				
	VALENCAI, Rita				
	POWERS, Audrey				
	TOMITA, Alice				
	GIBSON, Carla				
	LUPOLD-BRADFORD, Sharon				
	DE LA CRUZ, Melanie				
	NGUYEN, Kaitlyn				
	ADAME, Jennifer				

LEVY, Jay  
 FIELDS, Lauren  
 CARTER, Cathy  
 SHORT, Chelsea  
 PHAM, Tiffany  
 LAURSEN, Weston  
 LUU, Kathleen  
 LAGUNA, Devyn  
 BAKER, Marcella  
 LOUSTAUNAU, Lori  
 HIGHTOWER, Teresa  
 KIESEL, Jan  
 RODRIGUEZ, Lydia  
 RODRIGUEZ, Gaby  
 KRAUSE, Sinaleula T  
 RIEU, Son

3.2	WILLIAMS, June RAMIREZ, Connie WICKMAN, Tamara VELEZ, Natalie SILVA, Catherine	Summer ESP Lead Instructors	Varies	12001 6098-2113	August 2020
3.3	JEAN, Yvonne	Child Care Programs Office	Varies	12033 6098-2413	July and/or August 2020, 20-25 work days TBD
3.4	MENDEZ, Susan BLAKE, Annette PEREZ, Natalie ALVAREZ, Maia HIDALGO MUNOZ, Amy	Oka State Preschool and Gisler State Preschool	Varies	12001 6198 2113	
3.5	BONIFAY, Rena	Child Care Programs Office	Varies	12001 7598-2113	July/August 2019, 25 days additional duty, 8 hours per day
3.6	COOPER, Kim	Child Care Programs Office	Varies	12001 7098-2113	July 17-July 21, 2017 8 hours per day
3.7	YATES-VALONE, Janice	Child Care Programs Office	Varies	12033 6098-2413	July and/or August 2020, 15 work days TBD

3.8	ALSHARIF, Saba ARELLANO, Elizabeth BETANCOURT, Yvonne BLANKE, Anna GASPEN-BARBOSA, Lisa HAYES, Michele HOUSE, Kenan INDA, Guadalupe IVERS, Denise LE, Kaithlyn LEDEZMA, Candelaria MACKIE, Natalie MELENDEZ, Mari PEREZ, Natalie PINO, Michelle RUSSO, Donna RYAN, Elaine SEGURA, Jetzable TREJO, Jacqueline TORRES, Janelly WALKER, Brooke WHITNEY, Vanessa	Preschool Aides	Varies	12001 7598-2113	August 2020, Instructors 3-5 Days TBD, Aides 3-5 Day TBD, 8 hours per day
3.9	COOPER, Kim DEUTSCHMANN, Kim DIZON, Pamela KORHONEN, Cayce KRAUS, Barbara PAREKH, Rakhee LUU, Courtney HOUSE, Kenan RIOS, Gaby	Preschool Instructors	Varies	12001 7598-2113	August 2020, Instructors 3-5 Days TBD, Aides 3-5 Day TBD, 8 hours per day

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: June 11, 2020**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>COX</b>			
	Your Cause, LLC for Edison Intl.	\$60.00	Classroom Enhancement
<b>FULTON</b>			
	CAF America	\$97.04	Principal's Discretion
	Fulton PTA	\$441.14	Calculators

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING JUNE 11, 2020**

To: Christine Fullerton  
From: Thuong Nguyen  
Subject: Warrant Listing and ACH Payments  
Warrant Numbers: 88269 - 88395  
Dates: 5/15/2020 - 6/2/2020

Fund 01	General Fund	340,220.26
Fund 12	Child Development	743.13
Fund 13	Cafeteria	65,526.58
Fund 14	Deferred Maintenance	81,802.40
Fund 21	GOB 2016 Election	308.00
Fund 22	GOB 2016 Election	398,046.62
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	82,479.91
Fund 68	Worker Comp	-
Fund 69	Insurance	69,277.25
<b>TOTAL</b>		<b>\$ 1,038,404.15</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/11/2020**

FROM 05/13/2020 TO 05/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4290	NINYO & MOORE	3,995.00	3,995.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4296	UNITED PARCEL SERVICE	24.85	24.85	012869390 5930	Maintenance / Postage, Parcel, & Delivery
N20M4325	HILLYARD / LOS ANGELES	8,080.02	8,080.02	012869390 4345	Maintenance / Maintenance Supplies
N20M4352	TURF STAR INC.	85.00	85.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20M4353	SIGN MART	122.66	122.66	012869390 4345	Maintenance / Maintenance Supplies
N20M4354	HILLYARD / LOS ANGELES	191.53	191.53	012889390 4340	Custodial / Custodial Supplies
N20M4355	ADVANTAGE WEST INVESTMENT ENTE	1,190.00	1,190.00	019000089 4349	COVID-19 Custodial / Transportation Supplies (only)
N20M4356	HERITAGE FOOD SERVICE GROUP IN	65.51	65.51	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4357	TIFCO INDUSTRIES INC	1,150.00	1,150.00	012869390 4345	Maintenance / Maintenance Supplies
N20M4358	REFRIGERATION CONTROL COMPANY	491.15	491.15	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
N20M4359	TURF STAR INC.	325.00	325.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20R1304	FOLLETT SCHOOL SOLUTIONS INC.	277.31	277.31	015101655 4310	Gifted&Talented-Library Newlan / Instructional Supplies
N20R1459	SOUTHWEST SCHOOL AND OFFICE SU	957.01	924.38	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
			32.63	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
N20R1462	SOUTHWEST SCHOOL AND OFFICE SU	1,013.12	1,013.12	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
N20R1597	APPLE COMPUTER ORDER DEPARTMEN	73.95	73.95	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
N20R1600	APPLE AWARDS	456.40	456.40	016359380 5828	Staff Recognition Program / Staff Recognition
N20R1607	HISSHO INC.	1,240.00	1,240.00	012539962 5813	Tobacco-Use-OCDE Instructional / Consultant
N20R1610	AMAZON.COM LLC	1,607.60	1,607.60	019000061 4327	COVID-19 Health Serv / Health Supplies
N20R1612	ERIN DONELSON LLC	2,500.00	2,500.00	011231675 5813	Reading Support-Newland / Consultant
N20R1613	HEINEMANN	30.47	30.47	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
N20R1614	LAKESHORE EQUIPMENT COMPANY	107.75	107.75	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
N20R1620	ATKINSON ANDELSON LOYA RUDD &	149.00	149.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
N20R1621	TEACHERS COLLEGE COLUMBIA UNIV	5,100.00	1,700.00	010011010 5210	Sch Site Instr - Tamura / Travel, Conference, Workshop
			850.00	010011616 5210	Sch Site Instr - Newland / Travel, Conference, Workshop
			2,550.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
N20R1623	SOUTHWEST SCHOOL AND OFFICE SU	1,488.25	1,488.25	019000061 4327	COVID-19 Health Serv / Health Supplies
N20R1624	ORANGE COUNTY DEPARTMENT OF ED	107.20	107.20	012289961 5813	MAA - Administration / Consultant
N20R1625	AMAZON.COM LLC	1,351.37	1,351.37	019009380 4310	COVID-19 Administrative / Instructional Supplies
N20S8063	CROWN CARTON COMPANY	1,200.17	1,200.17	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>33,380.32</b>	<b>33,380.32</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/11/2020**

FROM 05/13/2020 TO 05/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4291	CLASS LEASING LLC	87,395.00	87,395.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
N20M4292	CLASS LEASING LLC	94,168.11	94,168.11	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
N20M4293	CLASS LEASING LLC	99,880.00	99,880.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
N20M4342	TIME AND ALARM SYSTEMS INC.	16,990.00	16,990.00	223011080 6299	GOB, ELECTION 2016-Tamura / Other Building & Improvement
N20M4343	SOUTHERN CALIFORNIA EDISON	2,086.55	2,086.55	223013180 5645	GOB, ELECTION 2016-Gisler / Outside Srvs-Repairs & Maintenance
N20M4344	MOBILE MODULAR	11,666.45	11,666.45	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
N20M4345	MOBILE MODULAR	12,332.17	12,332.17	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
N20M4347	KYA SERVICES LLC	3,090.82	3,090.82	223013280 6210	GOB, ELECTION 2016-Cox / Carpet Building Improvement
N20M4348	KYA SERVICES LLC	43,633.15	43,633.15	223013280 6210	GOB, ELECTION 2016-Cox / Carpet Building Improvement
N20M4349	KYA SERVICES LLC	6,531.67	6,531.67	223011080 6210	GOB, ELECTION 2016-Tamura / Carpet Building Improvement
N20M4350	KYA SERVICES LLC	11,358.63	11,358.63	223012980 6210	GOB, ELECTION 2016-Fulton / Carpet Building Improvement
N20M4376	KYA SERVICES LLC	39,104.39	39,104.39	223012980 6210	GOB, ELECTION 2016-Fulton / Carpet Building Improvement
N20R1608	RACHLIN PARTNERS INC	50,000.00	50,000.00	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
N20R1609	RACHLIN PARTNERS INC	50,000.00	50,000.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
<b>Fund 22 Total:</b>		<b>528,236.94</b>	<b>528,236.94</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/11/2020**

FROM 05/13/2020 TO 05/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4294	LOS ANGELES TIMES	1,465.40	1,465.40	403002980 5825	MS Science Bldg - Fulton / Advertising
N20M4346	HB DIGITAL ARTS & BLUEPRINT IN	188.28	188.28	403002980 5870	MS Science Bldg - Fulton / Printing & Repro Outside Agency
<b>Fund 40 Total:</b>		<b>1,653.68</b>	<b>1,653.68</b>		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/11/2020**

FROM 05/13/2020 TO 05/31/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			563,270.94		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**06/11/2020**

**FRO 05/13/2020 TO 05/31/2020**

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4002	ADVANTAGE WEST INVESTMENT ENTE	4,000.00	-1,000.00	012889390 4340	Custodial / Custodial Supplies
N20R0546	CORINNE LOSKOT CONSULTING INC.	65,000.00	+5,000.00	012719380 5813	Business Department / Consultant
N20R1541	SCHOOL SERVICES OF CALIFORNIA	1,740.00	+640.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
<b>Fund 01 Total:</b>			<b>+4,640.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

06/11/2020

FRO 05/13/2020 TO 05/31/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0221	RALPHS GROCERY COMPANY	3,200.00	-16,800.00	123206098 4710	Extended School Food Service / FOOD
N20R0224	SAMS CLUB	12,000.00	-8,000.00	123206098 4710	Extended School Food Service / FOOD
N20R0233	RALPHS GROCERY COMPANY	2,392.50	-13,920.00	123207598 4710	Child Dev Cntr Prsch Food Serv / FOOD
N20R0234	SMART & FINAL	8,100.00	-6,900.00	123207598 4710	Child Dev Cntr Prsch Food Serv / FOOD
N20R0236	SAMS CLUB	3,800.00	-11,200.00	123207598 4710	Child Dev Cntr Prsch Food Serv / FOOD
<b>Fund 12 Total:</b>			<b>-56,820.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

06/11/2020

FRO 05/13/2020 TO 05/31/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0444	RACHLIN PARTNERS INC	442,378.16	+45,000.00	223012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R0446	RACHLIN PARTNERS INC	407,264.69	+30,000.00	223011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg
N20M4091	WILLIAMS SCOTSMAN INC	8,144.64	+500.00	223013280 6299	GOB, ELECTION 2016-Cox / Other Building & Improvement
N20M4098	UNITED SITE SERVICES INC	3,000.00	+500.00	223011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
N20M4194	SMITH-EMERY LABORATORIES	17,000.00	+5,000.00	223012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improv
<b>Fund 22 Total:</b>			<b>+81,000.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**06/11/2020**

**FRO 05/13/2020 TO 05/31/2020**

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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<b>Total Account Amount:</b>		<b>+28,820.00</b>			
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Fountain Valley School District  
Educational Services  
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees  
FROM: Mona Green, Director  
SUBJECT: **RESOLUTION 2020-20: APPROVAL OF LOCAL AGREEMENT  
FOR CHILD DEVELOPMENT SERVICES CONTRACT NUMBER  
CSPP-0349 AND AUTHORIZING SIGNATURE**  
DATE: June 8, 2020

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**Background:**

California Department of Education requires a resolution to approve the contract between our two agencies. Attached is the resolution to be signed as well as a copy of the contract with ammendment.

**Fiscal Impact:**

The CDE has awarded the Fountain Valley School District California State Preschool Program a contract for \$513,654 for the 2020-21 schol year.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-20 approving Local Agreement for Child Development Services Contract Number CSPP-0349 with the California Department of Education for the 2020-21 school year and authorizing Mona Green to sign on the Board's behalf.

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

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-21.**

<b>RESOLUTION 2020-20</b>
---------------------------

**BE IT RESOLVED THAT** the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-0349 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

**PASSED AND ADOPTED THIS** 11th day of June, 2020, by the governing Board of the Fountain Valley School District of Orange County, California.

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

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Board Clerk

Date



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 20 - 21**

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0349

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-06649-00-0

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS\* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS\*, and the FUNDING TERMS AND CONDITIONS\* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$513,654.00.

**Service Requirements**

Minimum Child Days of Enrollment (CDE) Requirement 10,304.0

Minimum Days of Operation (MDO) Requirement 180

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

Items shown with an asterisk (\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 513,654	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6649				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 513,654	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					





Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**  
DATE: June 8, 2020

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**Background:**

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

**Fiscal Impact:**

FVSD will receive Medi-Cal reimbursement over an annual 4.5% fee per quarterly claim to SMAA.

**Recommendation:**

It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2020 through June 30, 2021 and authorizes the Superintendent or designee to sign all documents.

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

5 This AGREEMENT is hereby entered into this 1st day of July, 2020,  
6 by and between the Orange County Superintendent of Schools, 200 Kalmus  
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational  
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the  
9 Fountain Valley School District, 10055 Slater Avenue, Fountain Valley,  
10 California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT  
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

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

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

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

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

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

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

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
8 (1) year commencing on July 1, 2020, and ending on June 30, 2021,  
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

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

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other  
16 funds allowed under Federal law and regulation  
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred  
19 percent (100%) of the non-Federal cost of performing  
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are  
22 eligible for Federal financial participation for  
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated  
25 by STATE, attend STATE trainings.

- 1           d.    As mandated, provide a software platform through a third  
2                   party vendor, through which the DISTRICT shall utilize  
3                   the Random Moment Time Survey (RMTS) process.  Although  
4                   the SUPERINTENDENT will make every reasonable effort to  
5                   facilitate the use of the software platform, the  
6                   SUPERINTENDENT is not responsible for problems resulting  
7                   from software platform or system errors.
- 8           e.    Represent DISTRICT'S issues, concerns, and questions at  
9                   scheduled statewide LEC Advisory Committee meetings,  
10                  STATE meetings, and SMAA Program work groups.
- 11          f.    Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
12                  and trainings and provide STATE approved training  
13                  materials and updates to DISTRICT.
- 14          g.    On behalf of STATE, provide SMAA and RMTS program  
15                  technical assistance.
- 16          h.    Code all RMTS moments and make available to the DISTRICT  
17                  its RMTS results.  Coding is based on the presumption that  
18                  the responses received from the DISTRICT are accurate and  
19                  all necessary documentation exists to support it.  The LEC  
20                  shall not be responsible for monitoring, reviewing or  
21                  verifying documentation for any coded moment.
- 22          i.    Review and submit the Random Moment Time Survey (RMTS)  
23                  quarterly invoices and related supporting documentation  
24                  to the STATE on behalf of the DISTRICT and convey to the  
25                  DISTRICT by warrant all funds received on behalf of  
                DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this  
2 AGREEMENT. No funds will be conveyed to DISTRICT for  
3 invoices that have been disallowed by the STATE or any  
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that  
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all  
8 Federal, STATE, and SUPERINTENDENT'S Program  
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT  
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the  
13 RMTS quarterly invoice for a mutually agreed to additional  
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of  
16 the LEA Medi-Cal Eligibility Rate or "Data Match  
17 percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon  
19 request and appeal DISTRICT decision or action through  
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE  
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and  
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees  
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
3 comply with the confidentiality and other requirements  
4 associated with use of the RMTS software platform.  
5 DISTRICT shall be responsible for any unauthorized use  
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the  
8 DISTRICT and determine which staff perform SMAA activities  
9 and what direct charges, if applicable, will be claimed.  
10 The DISTRICT will determine which staff participate in  
11 the quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other  
14 funds allowed under Federal law and regulations expended  
15 on the allowable "Program activities".
  - 16 2. The availability and expenditure, from allowable non-  
17 Federal funding sources, of one hundred percent (100%)  
18 of the cost of performing Program activities.
  - 19 3. Expenditures represent costs that are eligible for  
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,  
22 provide SUPERINTENDENT with a copy of the DISTRICT'S  
23 contract with vendor. DISTRICT may include vendor's  
24 allowable costs on its invoice, to the extent that same  
25 tasks are not performed by the SUPERINTENDENT and with

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

3 g. Ensure that DISTRICT'S designated SMAA Coordinator  
4 attends quarterly Region 9 LEC SMAA Coordinators trainings  
5 and meetings.

6 h. Adhere to timelines established by the STATE and  
7 SUPERINTENDENT for completion of Program documentation  
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
9 Rosters, Coding reports, etc.). Respond in a timely  
10 manner to all STATE and SUPERINTENDENT requests for  
11 information and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and  
13 corrected documents upon request and work with  
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as  
18 required by the Centers for Medicare and Medicaid Services  
19 (CMS), to determine the amount of paid time spent on  
20 Program claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-  
22 five percent (85%) of the moments assigned per time study  
23 quarter. If DISTRICT is unable to maintain the required  
24 response rate, DISTRICT will have sanctions applied  
25 according to the School-Based Medi-Cal Administrative  
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to  
2 include at a minimum the following:

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

18 n. Prepare and certify School-Based MAA invoices to the LEC  
19 in conformance with STATE requirements and timelines  
20 providing SUPERINTENDENT with copies of SMAA invoice  
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation  
23 for a period of not less than five years after termination  
24 of Agreement Number 50063 and final payment from  
25 Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative, to  
have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT  
and to allow interviews of any employee who might  
reasonably have information related to such records.



1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
2 dollars (\$10,000.00), DISTRICT shall agree and comply with  
3 the following terms and conditions:

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

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

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

1 interviews of any employees who might reasonably  
2 have information related to such records.  
3 Further, DISTRICT agrees to include a similar  
4 right of the STATE to audit records and  
5 interview staff related to performance of this  
6 AGREEMENT.

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

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

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

1 the regular five-year period, whichever is  
2 later.

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

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

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

1 facilities and assistance for the safety and convenience  
2 of the authorized representative in the performance of  
3 their duties. All inspections and evaluations shall be  
4 performed in such a manner as will not unduly delay the  
5 work.

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

11 s. Ensure no duplicative billings.

12 t. Hold SUPERINTENDENT harmless from any Federal  
13 disallowance of SMAA claim payments made to DISTRICT by  
14 the STATE.

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

18 v. If necessary, provide SUPERINTENDET with student data  
19 files required for the calculation of the LEA Medi-Cal  
20 Eligibility Rate or "Data Match percentage".

21 w. Complete and return with the fully executed AGREEMENT,  
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative  
23 Activities (SMAA) District Information 2020-2021 form,  
24 Appendix "A", the School-Based Medi-Cal Administrative  
25 Activities (SMAA) LEC Fee Information 2020-2021 form,  
Appendix "C", Certification Regarding Lobbying form,

1                   Appendix "D", and Data Use Agreement, Appendix "E",  
2                   attached hereto and incorporated by reference herein.

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and  
4 documents that reside in the California Department of Health Care  
5 Services (DHCS) Medi-Cal system of records, or with its agents, to  
6 ensure the integrity, security, and confidentiality of such data and  
7 documents, and to permit only appropriate disclosure and use as may  
8 be permitted by law as specified in School-Based Medi-Cal  
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of  
10 Medi-Cal Data 2020-2021 (DATA USE AGREEMENT), Appendix "E", attached  
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT  
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

13 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
14 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT  
15 and after SUPERINTENDENT has received reimbursement from the STATE for  
16 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to  
17 DISTRICT by warrant, all funds received on behalf of DISTRICT from the  
18 STATE less any amount due the SUPERINTENDENT and STATE as determined  
19 in Section 5.0 below. No funds will be conveyed to DISTRICT for  
20 invoices that have been revised or disallowed by the STATE or Federal.  
21 Payment to DISTRICT shall be made within forty-five (45) days of  
22 receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 6.0 FEE SCHEDULE.

- 24       a. RMTS Software Platform Fee. DISTRICT will be responsible  
25       for DISTRICT'S share of the RMTS Software Platform Fee,  
      which is based on the DISTRICT'S actual cost of utilizing

1 the RMTS Software Platform through a third party  
2 administrator selected by the Region 9 LEC for the Random  
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for  
4 DISTRICT'S share of the software platform fees as  
5 described in the School-Based Medi-Cal Administrative  
6 Activities (SMAA) RMTS Fee Information 2020-2021 form,  
7 Appendix "B", attached hereto and incorporated by  
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

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

1                   2.    Optional Services. If the DISTRICT selects the  
2                   option of having the LEC prepare the RMTS  
3                   quarterly invoice, an additional two percent  
4                   (2.0%) will be added to the LEC Fee percentage  
5                   mentioned in 5.b.1 above, but billed separately.  
6                   SUPERINTENDENT will provide Optional Services  
7                   upon written request of DISTRICT (See Appendix  
8                   "C").

9                   c.    The obligations of SUPERINTENDENT and DISTRICT under this  
10                  AGREEMENT are contingent upon the availability of funds  
11                  furnished by the United States Government and the State  
12                  of California. In the event that such funding is  
13                  terminated or reduced, this AGREEMENT may be terminated,  
14                  and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
15                  hereunder shall be limited to a pro-rated amount of  
16                  funding actually received by the SUPERINTENDENT and  
17                  DISTRICT from the United States Government and the State  
18                  . of California under this AGREEMENT. SUPERINTENDENT shall  
19                  provide DISTRICT written notification of such  
20                  termination. Notice shall be deemed given when received  
21                  by the DISTRICT or no later than three (3) days after the  
22                  day of mailing, whichever is sooner.

23                  7.0 FEDERAL CLAIMING.

24                  a.    TITLE 31 - Money and Finance, Subtitle V - General  
25                  Assistance Administration, Chapter 75 - Requirements for  
                  Single Audits, Section 7502 requires each pass through

1 entity provide the sub-recipient program names and any  
2 identifying numbers from which such assistance is derived.  
3 The Catalog of Federal Domestic Assistance (CFDA) number  
4 for this Federal program is 93.778, Medical Assistance  
5 Program (Medi-Cal).

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

13 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
14 this AGREEMENT, shall be and act as an independent contractor.  
15 SUPERINTENDENT understands and agrees that he/she and all of his/her  
16 employees shall not be considered officers, employees or agents of the  
17 DISTRICT, and are not entitled to benefits of any kind or nature  
18 normally provided employees of the DISTRICT and/or to which DISTRICT'S  
19 employees are normally entitled, including, but not limited to, State  
20 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
21 assumes full responsibility for the acts and/or omissions of his/her  
22 employees or agents as they relate to the services to be provided  
23 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
24 for payment of all Federal, STATE and local taxes or contributions,  
25 including unemployment insurance, social security and income taxes  
with respect to SUPERINTENDENT'S employees.



1 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
2 and related instructional materials developed by SUPERINTENDENT or  
3 DISTRICT under this AGREEMENT shall become the exclusive property of  
4 the Department of Health Care Services. The Department of Health Care  
5 Services shall have all right, title and interest in said matters,  
6 including the right to secure and maintain the copyright, trademark  
7 and/or patent all forms and related instructional materials developed  
8 under this AGREEMENT.

9 10.0 HOLD HARMLESS.

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

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

1 or omissions of employees, agents or officers of DISTRICT  
2 during the term of this AGREEMENT.

3 11.0 CONFIDENTIALITY.

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

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

1 agents' proprietary data by or to any person other than  
2 authorized employees, agents or representatives of  
3 DISTRICT.

4 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
5 to assure that the information supplied to SUPERINTENDENT hereunder  
6 shall be true, complete, and accurate in all respects. DISTRICT shall  
7 assume sole responsibility for the truth, completeness and accuracy  
8 of all information supplied to SUPERINTENDENT and agrees that  
9 SUPERINTENDENT shall have no responsibility or liability for the  
10 truth, completeness or accuracy of any information submitted by  
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
13 requirements.

14 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
15 damages or losses to DISTRICT employees, agents, independent  
16 contractors or students relating to lost medical services or lost data  
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums  
18 DISTRICT does not obtain in reimbursement from the STATE, or for any  
19 incidental, indirect, special or consequential damages to DISTRICT  
20 arising from the denial of any request for reimbursement from the  
21 STATE.

22 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
23 AGREEMENT shall not be assigned by the DISTRICT without prior written  
24 approval of SUPERINTENDENT.

25 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
must meet the approval of the DISTRICT and shall be subject to the

1 DISTRICT'S general right of inspection to secure the satisfactory  
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
3 all Federal, STATE and local laws, rules, regulations and ordinances  
4 that are now or may in the future become applicable to SUPERINTENDENT  
5 or DISTRICT'S, equipment and personnel engaged in operations covered  
6 by this AGREEMENT or accruing out of the performance of such  
7 operations.

8 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
9 shall complete and return with the fully executed AGREEMENT the  
10 Certification Regarding Lobbying form, Appendix "D", attached hereto  
11 and incorporated by reference herein, that the DISTRICT has not made,  
12 and will not make, any payment prohibited by Item 1 of the  
13 Certification Regarding Lobbying form.

14 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
16 that it:

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

1 commission of embezzlement, theft, forgery, bribery,  
2 falsification or destruction of records, making false  
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or  
5 civilly charged by a government entity (Federal, STATE or  
6 local) with commission of any of the offenses enumerated  
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this  
9 AGREEMENT had one or more public transactions (Federal,  
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set  
12 out in the Definitions and Coverage sections of the rules  
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements  
15 in this certification, DISTRICT shall submit an  
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in  
18 addition to other remedies available to the Federal  
19 Government, the Department of Health Care Services (DHCS)  
20 may terminate this AGREEMENT for cause or default.

21 18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
22 importance of complying with all relevant State and Federal  
23 confidentiality laws, including the Health Insurance Portability and  
24 Accountability Act of 1996 (HIPAA) to the extent applicable. In  
25 addition, DISTRICT agrees to provide students and faculty with training  
in the requirements of the privacy and security provisions of HIPAA

1 and to advise them of the importance of complying with Facility's  
2 policies and procedures relative to HIPAA.

3 19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
5 any unlawful discriminatory practices in employment of personnel or in  
6 any other respect on the basis of sex, race, color, ethnicity, national  
7 origin, ancestry, religion, age, marital status, medical condition,  
8 sexual orientation, physical or mental disability or any other  
9 protected group in accordance with the requirements of all applicable  
10 Federal or STATE law.

11 20.0 TOBACCO USE POLICY. In the interest of public health,  
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
13 of any tobacco products are prohibited in buildings and vehicles, and  
14 on any property owned, leased or contracted for by the SUPERINTENDENT  
15 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with  
16 conditions of this policy could result in the termination of this  
17 AGREEMENT.

18 21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
19 or without cause, terminate this AGREEMENT with the giving of thirty  
20 (30) days prior written notice to the other party. However, once  
21 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
22 of Health Care Services (DHCS), according to the School-Based Medi-  
23 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
24 terminate until the next quarter survey period.

25 22.0 NOTICE. All notices or demands to be given under this AGREEMENT  
by either party to the other shall be in writing and given either by:

1 (a) personal service or (b) by U.S. Mail, mailed either by registered  
2 or certified mail, return receipt requested, with postage prepaid.  
3 Service shall be considered given when received if personally served  
4 or if mailed on the third day after deposit in any U.S. Post Office.  
5 The address to which notices or demands may be given by either party  
6 may be changed by written notice given in accordance with the notice  
7 provisions of this section. As of the date of this AGREEMENT, the  
8 addresses of the parties are as follows:

9           DISTRICT:     Fountain Valley School District  
                          10055 Slater Avenue  
                          Fountain Valley, California 92708  
                          Attn: \_\_\_\_\_

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

14 23.0 NON WAIVER.   The failure of SUPERINTENDENT or DISTRICT to seek  
15 redress for violation of, or to insist upon, the strict performance  
16 of any term or condition of this AGREEMENT shall not be deemed a waiver  
17 by that party of such term or condition, or prevent a subsequent  
18 similar act from again constituting a violation of such term or  
19 condition.

20 24.0 SEVERABILITY.   If any term, condition or provision of this  
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
22 void, or unenforceable, the remaining provisions will nevertheless  
23 continue in full force and effect, and shall not be affected, impaired  
24 or invalidated in any way.  
25

1 25.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California with venue in Orange  
3 County, California.

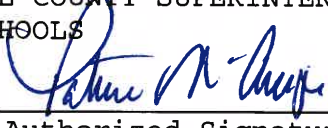
4 26.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement among the Parties to  
6 it and supersedes any prior or contemporaneous understanding or  
7 agreement with respect to the services contemplated, and may be amended  
8 only by a written amendment executed by both Parties to the AGREEMENT.

9 IN WITNESS WHEREOF, the Parties hereto set their hands.

10 DISTRICT: FOUNTAIN VALLEY SCHOOL  
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

12 BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

13 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

14 TITLE: \_\_\_\_\_

TITLE: Administrator

15 DATE: \_\_\_\_\_

DATE: March 11, 2020

16 \_\_\_\_\_  
17 FEDERAL IDENTIFICATION NUMBER

18  
19 Fountain Valley SD(50063)-SMAA Agreement 2020-2021  
20 ZIP4

21  
22  
23  
24  
25





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

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
 DISTRICT INFORMATION  
 2020-2021**

**1 DISTRICT/SCHOOL**

<i>District/School Name</i>	<i>County</i>
Claiming Unit <span style="float: right; border-bottom: 1px solid black;"><i>If different than name above.</i></span>	

**2 DISTRICT SMAA COORDINATOR**

<i>Name</i>	<i>District Job Title</i>	
<i>Street Address</i>	<i>City, State, Zip</i>	
<i>Mailing Address (if different than street address)</i>	<i>City, State, Zip</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to: <input type="checkbox"/> have access to the RMTS system <input type="checkbox"/> receive RMTS late notifications		

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to: <input type="checkbox"/> be included in all program communications <input type="checkbox"/> have access to the RMTS system <input type="checkbox"/> receive RMTS late notifications		

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

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to: <input type="checkbox"/> be included in all program communications <input type="checkbox"/> have access to the RMTS system <input type="checkbox"/> receive RMTS late notifications		

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

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

- Check the box for this person to:
- be included in all program communications
  - have access to the RMTS system
  - receive RMTS late notifications

**5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

- Check the box for this person to:
- be included in all program communications
  - have access to the RMTS system

**6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact* *Contact Job Title*

\_\_\_\_\_  
*Mailing Address* *City, State, Zip*

\_\_\_\_\_  
*Phone* *Fax* *Email*

---

\_\_\_\_\_  
**PRINTED NAME OF PERSON FILLING OUT FORM** **JOB CLASSIFICATION TITLE**

\_\_\_\_\_  
**DATE**

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
RMTS FEE INFORMATION  
2020-2021**

**RMTS Software Platform Fee**

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

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

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

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
LEC FEE INFORMATION  
2020-2021**

**SUPERINTENDENT'S LEC Fee for Administrative Support**

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

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

**SUPERINTENDENT'S OPTIONAL SERVICES Fee**

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

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

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

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

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2020 – June 30, 2021

\_\_\_\_\_  
District Name

\_\_\_\_\_  
Name (Type/Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

DISTRICT: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA  
2020-2021**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

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Name and Title of Custodian of Files

---

District Name

---

District Address

---

Custodian's Phone Number / Email Address

---

Custodian's Signature

---

Date





Fountain Valley School District  
Personnel Department

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **Receipt of California School Employees Association and its Fountain Valley School District Chapter #358 Initial Proposal for 2020-2021**  
DATE: June 8, 2020

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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 Fountain Valley School District Chapter #358, has been received. In compliance with this requirement, the California School Employees Association and its Fountain Valley School District Chapter #358, presents the attached subjects for collective bargaining.

**Recommendation:**

It is recommended that the Board of Trustees receives the 2020-2021 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 SUCCESSOR NEGOTIATIONS**  
**TO THE FOUNTAIN VALLEY SCHOOL DISTRICT**  
**February 18, 2020**

**ARTICLE 1: AGREEMENT**

CSEA has an interest in updating language to include the association's full name.

**ARTICLE 2: RECOGNITION**

CSEA has an interest in updating language to include the association's full name.

**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).

**ARTICLE 9: SALARY**

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

**ARTICLE 10: HOURS**

CSEA has an interest in creating an overtime rotation program for custodial services (10.7).

CSEA has an interest in addressing substitute coverage for custodial employees taking leave on non-student days (10.10).

CSEA has an interest in increasing hours for Kindergarten Aides and Health Assistants.

**ARTICLE 18: TERM**

CSEA has an interest in updating the term of the contract for a three-year agreement.

**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

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **Presentation of Fountain Valley School District's  
2020-2021 Proposal to California School Employees Association  
and its Fountain Valley School District Chapter #358**  
DATE: June 8, 2020

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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 Employees Association and its Fountain Valley School District Chapter #358:

Article 8 – Terms and Conditions of Employment  
Article 9 – Salaries  
Article 10 – Hours  
Article 11 – Layoff and Reemployment Procedures  
Article 18 – Term of the Agreement

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 2020-2021 initial contract proposals of the Fountain Valley School District to California School Employees Association and its Fountain Valley School District Chapter #358.



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Resolution 2020-18 Education Protection Account (EPA)  
Funding and Spending Determinations for the 2020-21 Fiscal Year**  
DATE: June 4, 2020

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**Background:**

In November of 2012 Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2020-18 approving the expenditure of Education Protection Account funds to be received quarterly during the 2020-21 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2020-18  
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 11, 2020.

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Jeannie Galindo, President

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Sandra Crandall, President Pro-Tem

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Lisa Schultz, Clerk

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Ian Collins, Member

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Jim Cunneen, Member

2020-21 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2021**  
**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	1,240,017.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>1,240,017.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	1,240,017.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>1,240,017.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>





Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Resolution 2020-19 Temporary Inter-Fund Transfers from Fund 40**  
DATE: June 4, 2020

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**Background:**

Due to the timing of when State Apportionments are received throughout the 2020-21 school year, it may be necessary for cash flow purposes that the District completes a temporary transfer from Fund 40 into any fund with a negative balance. The amount of this borrowing is not to exceed \$4,000,000. In accordance with Education Code 42603, any transfer shall be repaid by the close of the fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year end.

**Recommendation:**

It is recommended that the Board of Trustees adopts **RESOLUTION 2020-19**, the temporary inter-fund transfer of funds from Fund 40.

**RESOLUTION NO. 2020-19**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF  
SPECIAL OR RESTRICTED FUND MONIES**

WHEREAS, the governing board of any school may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by education code section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, no more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Fountain Valley School District, in accordance with the provisions of Education Code Section 42603 authorizes the Administration to make temporary transfers to cover payment of obligations from any fund or account.

PASSED AND ADOPTED this 11<sup>th</sup> day of June, 2020.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees  
Fountain Valley School District



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Student Accident Insurance – 2020-21**  
DATE: June 3, 2020

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**Background:**

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

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

**Fiscal Impact:**

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

**Recommendation:**

It is recommended that the Board of Trustees approves the selection of CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2020-21 school year.



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Board of Trustees  
 FROM: Jerry Gargus, Director, Educational Services  
 SUBJECT: **EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**  
 DATE: June 2, 2020

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**Background:**

Each year, a wide range of technology solutions are implemented to support instruction, data collection, and data management in Fountain Valley School District. These technologies include back-end solutions such as our student information system (Aeries), achievement data management system (Illuminate), Web-site hosting (Edlio) and various parent communication systems (Document Tracking Services, and Report Card Maker). Other technologies provide support for classroom instruction (School Loop, Renaissance Learning and Edulastic). A description of each of these technology solutions, as well as the terms and renewal costs is provided below:

Vendor	Description	Term	Cost
Aeries Software	Student Information System with components that support online student registration, student achievement reporting, and longitudinal student record keeping	1-year	\$29,388.00
Edulastic (Snapwiz, Inc.)	Online student assessment technology used by teachers in grades 6-8 to create and administer customized formative assessments across core subject areas	1-year	\$24,320.00
Illuminate Education	Data management system used for collection and analysis of student achievement data including CAASPP, F&P, and SRI	1-Year	\$29,262.00

<b>Vendor</b>	<b>Description</b>	<b>Term</b>	<b>Cost</b>
School Loop, Inc.	Online academic progress reporting system used primarily in upper grades to provide real-time updates of student achievement and assignment completion status	1-Year	\$23,424.00
Renaissance Learning	Online software system used by Tamura, Oak, Newland, and Masuda to track reading activities (book completion and reading comprehension) for students	1-year	\$20,824.00
Edlio, LLC	Website Content Management System and web hosting service for FVSD main website and each school's website	1-Year	\$10,800.00
Site Improve	Online software that helps identify FVSD monitor the WCAG 2.1 web accessibility guidelines and ensure websites are ADA accessible	1-year	\$6,575.00
Document Tracking Services	Online service providing templates used to create and upload School Plans for Student Achievement and Comprehensive School Safety Plan documents	1-year	\$2,750.00
Scholastic Reading Inventory (HMH)	Expanded licensing to provide accessibility for 3 <sup>rd</sup> -4 <sup>th</sup> grade students	1-year	\$5,500.00
	Online student reading assessment system utilized in grades 5-8 to assess Lexile reading level (3-year licensing beginning with 2019-20 school year Paid In Full)	3-year	\$16,147.00**
Clearvision Technologies	Software system (Report Card Maker) used to create report cards for our elementary grade levels (TK-5)	1-year	\$19,381.00**
Zoom	Online platform that hosts virtual meetings and can be utilized to record lessons for distribution to students	1-Year	\$18,000.00**

\*\* Indicates "Paid in Full" status through prior Board Approval Process – not included in expenditure total provided below.

**Fiscal Impact:**

Expenditures outlined above totaling \$152,843.00 represent the costs associated with continuing to use software and/or services that are currently utilized by schools across FVSD.

**Recommendation:**

It is recommended that the Board of Trustees approves annual agreements for the 2020-21 school year.



**Renewal Notification** RN-7325  
**DATE** 05/01/2020  
**TERMS**  
**P.O. NO.**

**PLEASE REMIT TO:**  
**Aeries Software**  
 770 The City Dr. S.  
 Suite 6500  
 Orange, CA 92868

**BILL TO** Fountain Valley Elementary School District  
 10055 Slater Avenue  
 Attn: Accounts Payable  
 Fountain Valley, CA 92708

*This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at [conniec@aeries.com](mailto:conniec@aeries.com) or 888-487-7555.*

**Message:**

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
6320	Software License/Support Subscription	3.65	07/01/2020	06/30/2021	\$23,068.00
6320	Aeries Online Enrollment	1.00	07/01/2020	06/30/2021	\$6,320.00
<b>SUBTOTAL</b>					29,388.00
<b>TOTAL</b>					29,388.00
<b>AMOUNT RECEIVED</b>					\$
<b>AMOUNT DUE</b>					\$

# Edulastic

A Snapwiz, Inc. platform  
39300 Civic Center Drive #310, Fremont, CA 94538

May 18, 2020

Jerry Gargus, Ed.D  
Director, Educational Services  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

Dear Dr. Gargus,

Thank you for requesting an updated Edulastic renewal and expansion quote. This quote details costs for access to Edulastic Enterprise for a subscription from July 1, 2020 until June 30, 2021.

Services	Estimated cost
Access to the Edulastic platform for 6,400 student accounts (\$4 per student)	\$25,600
Volume Discount for a one-year subscription covering 6,400 student accounts	-\$1,280
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
<b>Optional Services</b>	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)	- optional -
<b>Total</b>	<b>\$24,320</b>

Thank you for being a valued customer!

Sincerely,



John Kyte  
Edulastic Partnerships  
Snapwiz, Inc.  
[john.kyte@edulastic.com](mailto:john.kyte@edulastic.com)  
925-750-8181





Fountain Valley School District  
Attn: Billing Irazmi Perez  
10055 Slater Ave  
Fountain Valley, CA 92708  
United States

Siteimprove, Inc.  
7807 CreekrIDGE Circle  
Minneapolis, MN 55439  
Phone: 855-748-3467  
Fax: 1-800-409-5612  
EIN # 20-3425009  
Email:  
accountingus@siteimprove.com

## QUOTE, DO NOT PAY

<b>Salesperson</b>	<b>Purchase Order</b>	<b>Contract Number</b>	<b>Issue Date</b>
Patrick Bonner		80717	May 26, 2020

<b>Text</b>	<b>Amount (USD)</b>
Renewal Quote for Siteimprove Contract #: 80717 Period: Jul 1, 2020 - Jun 30, 2021	
Professional Suite	6,575.00 USD
Quality Assurance - up to 2,500 Pages	
Accessibility - up to 2,500 Pages	
SEO - up to 2,500 Pages	
Response - up to 3 Response Check Points	
PDF-check of documents - up to 500 PDFs	
Priority feature - up to 2,500 Pages	
Policy - up to 2,500 Pages	
Premium Support	
Usability - up to 10 Maps	
Accessibility Community Member	

Renewal of Service, Fee noted in agreement 6,575.00 USD  
Total 6,575.00 USD

**THIS IS NOT A BILL, DO NOT PAY QUOTE**

**Illuminate Education, Inc.**  
 6531 Irvine Center Drive  
 Suite 100  
 Irvine CA 92618  
 United States  
 invoices@illuminateed.net  
 http://www.illuminateED.com

# Invoice



**BILL TO**

**SHIP TO**

Fountain Valley School District  
 10055 Slater Ave  
 Fountain Valley California  
 92708-4712  
 United States

Fountain Valley School District  
 10055 Slater Ave  
 Fountain Valley CA 92708-4712  
 United States

INVOICE #	DATE	DUE DATE	TERMS
INV0000046177	4/30/2020	5/30/2020	Net 30

SERVICE PERIOD	PO#	ACTIVITY	QTY	RATE	AMOUNT
7/1/2020 - 6/30/2021		<b>Grading Software</b> Assessment Scanning and Scoring	6,320	\$0.00	\$0.00
7/1/2020 - 6/30/2021		<b>DnA, Software License</b> Per Student Licenses - Illuminate Data and Assessment™	6,320	\$4.63	\$29,261.60

PAYMENT REMIT ADDRESS:  
 PO Box 207833  
 Dallas, TX 75320-7833  
  
 Purchase Order can be sent:  
 Fax: 909-266-1935  
 Email: invoices@illuminateed.net

PAYMENT/DEPOSIT	\$0.00
CREDITS APPLIED	\$0.00
TAX TOTAL	\$0.00
<b>BALANCE DUE</b>	<b>\$29,261.60</b>



INV0000046177



# Quote

Prepared Date 6/2/2020  
Quote# 42147

### Service Provider

School Loop Inc  
401 Congress Avenue, Suite 2650  
Austin TX 78701  
United States

Quote Expires 6/30/2020  
Billing Schedule \*100% Upon Signature  
Payment Terms Net 30  
Term Start Date 7/1/2020  
Term End Date 6/30/2021

### Customer

Fountain Valley School District

### Bill To

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley CA 92708  
United States

### End User

Fountain Valley School District

### Ship To

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley CA 92708  
United States

Item	Qty	Item Description
SLS2.0 - Site License (Plus Bundle) - Standard	11	SLS2 - Site License (Plus Bundle)
SL Plus Gradebook - Secondary (GB) - Standard	2,366	SL Plus Gradebook - Secondary (GB)

**Total Fees Due \$23,423.40**

<b>For Customer:</b>	<b>For Service Provider:</b>
          <b>CUSTOMER SIGNATURE</b>	          <b>SERVICE PROVIDER SIGNATURE</b>

Does your company require a PO number indicated on the invoice?

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Is the bill to address above correct or not?

- YES
- NO, Indicate the complete address:



# Quote

Prepared Date  
Quote#

6/2/2020  
42147

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:



## Quote

Prepared Date  
Quote#

6/2/2020  
42147

### Special Terms

This Quote is governed by the terms and conditions previously executed by the parties (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

1. Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. **SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.**
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

**BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.**

# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote  
# 2316039

**Fountain Valley School District - 274116**  
10055 Slater Ave  
Fountain Valley, CA 92708-4712  
Contact: Danielle Zavala - (714) 843-3200  
Email: [zavalad@fvsd.us](mailto:zavalad@fvsd.us)

Reference ID: 413645  
Created: 05/01/2020

## Quote Summary

School Count: 4

Renaissance Products & Services Total	\$20,824.00
Applied Discounts	\$(457.20)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$20,366.80</b>

**This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360 and Renaissance Star Reading.**

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Fountain Valley School District - 274116
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/01/2020	Date:
	Invoice Date:

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036  
**Fax:** (877)280-7642  
**Email:** [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

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# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote  
# 2316039

**Phone:** (877)444-3172

**If changes are necessary, or additional information is required, please contact your account executive Anthony Valenti at (800)655-1848, Thank You.**

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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# RENAISSANCE®

Quote

# 2316039

PO Box 8036, Wisconsin Rapids, WI 54495-8036

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

[www.renaissance.com](http://www.renaissance.com)

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.



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 Federal I.D. 39-1559474  
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Quote  
 # 2316039

## Quote Details

### Hisamatsu Tamura Elementary School - 307138

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Renaissance Applications</b>					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	300	\$7.15	\$(63.00)	\$2,082.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Hisamatsu Tamura Elementary School Total</b>				<b>\$(63.00)</b>	<b>\$2,832.00</b>

### Masuda Middle School - 274118

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Renaissance Applications</b>					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	820	\$7.15	\$(172.20)	\$5,690.80
Star Reading Subscription	09/01/2020 - 08/31/2021	820	\$4.95	\$(123.00)	\$3,936.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Masuda Middle School Total</b>				<b>\$(295.20)</b>	<b>\$10,376.80</b>

### Oka Elementary School - 273284

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Renaissance Applications</b>					
Accelerated Reader 360 Subscription	09/01/2020 - 08/31/2021	240	\$10.10	\$0.00	\$2,424.00
Star Reading Subscription	09/01/2020 - 08/31/2021	240	\$4.95	\$(36.00)	\$1,152.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

# RENAISSANCE®

Quote

# 2316039

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[www.renaissance.com](http://www.renaissance.com)

Oka Elementary School Total

\$(36.00)

\$4,326.00

## William T Newland Elementary School - 273270

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Renaissance Applications</b>					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	300	\$7.15	\$(63.00)	\$2,082.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>William T Newland Elementary School Total</b>				<b>\$(63.00)</b>	<b>\$2,832.00</b>

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# Subscription Invoice

## Website Content Management System

Invoice for

**Fountain Valley School District**

10055 Slater Avenue  
Fountain Valley, CA 92708

Pay now by credit card

Remit payment to

**Edlio LLC.**

12910 Culver Blvd, Suite i  
Los Angeles, CA 90066

Purchase Order #

Invoice Date 3/18/2020

Invoice Number 21127

Product Details

Website Content Management System  
6/30/2020 - 6/30/2021

<b>Fountain Valley School District</b>	<b>\$10,800.00</b>
Multimedia HD Package	\$0.00
Sponsorships	\$0.00
<b>Subaccounts (10) total</b>	<b>\$0.00</b>
Tamura Elementary School	\$0.00
Multimedia HD Package	\$0.00
Courreges Elementary School	\$0.00
Multimedia HD Package	\$0.00
Cox Elementary School	\$0.00
Multimedia HD Package	\$0.00
Fulton Middle School	\$0.00
Multimedia HD Package	\$0.00
Gisler Elementary School	\$0.00
Multimedia HD Package	\$0.00
Masuda Middle School	\$0.00
Multimedia HD Package	\$0.00
Newland Elementary School	\$0.00

5/18/2020

Edlio Invoice - Fountain Valley School District

Multimedia HD Package	\$0.00
Oka Elementary School	\$0.00
Multimedia HD Package	\$0.00
Plavan Elementary School	\$0.00
Multimedia HD Package	\$0.00
Talbert Middle School	\$0.00
Multimedia HD Package	\$0.00
<hr/>	
Price Subtotal	\$10,800.00
<hr/>	
Total Price	\$10,800.00

Thank you for choosing Edlio for your school website.  
If there's anything we can do to improve your experience,  
please email [feedback@edlio.com](mailto:feedback@edlio.com) or call (866) 493-0800.

**\*\*Non-Refundable**

[www.edlio.com](http://www.edlio.com)

Phone: (877) 623-7200 Fax: (888) 682-4062

# Act With Digital Certainty

## Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("Agreement") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 CreekrIDGE Circle, Minneapolis, MN 55439, and its Affiliates (defined below) (collectively, "Siteimprove") and Fountain Valley School District ("Customer" / "you" / "your") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before June 28, 2019. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("Included Services"):

### Product Bundle: Education Complete

Included Services	Limits (the "Limits")*
<b>Quality Assurance</b> Crawls website and identifies quality issues.	2,500 Pages
<b>Policy</b> Allows Customer to set website parameters to ensure consistency in content.	
<b>Accessibility</b> Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.	
<b>SEO</b> Details technical and content-related issues affecting search engine rankings and traffic to the website.	
<b>Priority</b> Allows Customer to set criteria for order in which issues and errors are reported. <u>This service requires the implementation of a script on the website.</u>	
<b>Accessibility Community Membership</b> Membership to Siteimprove's Accessibility Community.	
<b>PDF Scanning</b>	500 PDFs
<b>Response</b> Monitors website's availability and performance.	3 Response Check Points
<b>Usability</b> Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.	10 Maps
<b>Premium Support Plan</b>	

\* The Limits consist of the following and their applicable definitions:

**Pages:** A Page is an electronic document created with HTML and accessible with a browser.

**Response Check Points:** Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

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# 80717

**Yearly Page Views:** Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

**PDFs:** Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

## Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <http://my.siteimprove.com>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

## Academy Plus

Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "Course"). The Included Services also include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

## Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in Exhibit A.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

## Term

The first date for this Agreement (the "Effective Date") is July 1, 2019. This Agreement will remain in force for a period of 1 year following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "Renewal Term") until terminated according to Section 3 (Termination) of the Terms.

## Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **\$6,575** (the "Fee").

## Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

---

# Act With Digital Certainty

 **Siteimprove**  
www.siteimprove.com

# 80717

- On July 1, 2019, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee...

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (Exhibit B).

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## Customer Information (Required)

*You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.*

**Service Address (Must be a physical address. The Service Address cannot be a PO Box)**

Name:

FOUNTAIN VALLEY SCHOOL DISTRICT

Address:

10055 SLATER AVE

FOUNTAIN VALLEY, CA 92708

Email:

WEBMASTER@FVSD.US

Phone:

714.843.3269

**Billing Address (only complete if different from Service Address)**

Name:

Address:

Email:

Phone:



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## Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

Yes, please attach exemption form.

No.

Is a Purchase Order Number ("PO") required?

Yes, please provide Purchase Order Number: N20R0119

No

If a PO is required, will you be providing a new PO for each invoice?

Yes

No, the provided PO number can be used for the initial invoice and all subsequent invoices

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# 80717

## Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Fountain Valley School District



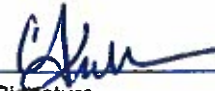
Signature

Morten Ebbesen

Name

May 20, 2019

Date



Signature

Christine Fullerton

Name

6/28/19

Date

---

# Act With Digital Certainty

## Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- newland.fvds.us/
- fulton.fvds.us/
- masuda.fvds.us/
- cox.fvds.us/
- gisler.fvds.us/
- tamura.fvds.us/
- oka.fvds.us/
- www.fvdschildcareprograms.com/
- talbert.fvds.us/
- plavan.fvds.us/
- courreges.fvds.us/
- www.fvds.us/

# Act With Digital Certainty

## Exhibit B: Terms and Conditions

### 1. DEFINITIONS

a. **Interpretation.** Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. **"Affiliate"** means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. **"Confidential Information"** means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent

to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

### 2. INVOICES; PAYMENTS; PAST-DUE INVOICES; RENEWALS

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. The Fee during any Renewal Term will be increased by 3% above the Fee in the Immediately prior term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

### 3. TERMINATION

a. **For Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

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www.siteimprove.com

# 80717

b. **For Convenience.** During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 90-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

#### 4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.

a. **Ownership.** Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. **Use.** The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. **Restrictions.** This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law.

Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. **Support.** Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. **Operational Data.** The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

f. **Development Site.** The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer's new website (a "Development Site") for up to one (1) year at no additional charge ("Complimentary Scanning"). Customer's live website must be included in Customer's subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer's permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (<https://support.siteimprove.com>).

#### 5. REPRESENTATIONS AND WARRANTIES

a. **For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will

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not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c. **Disclaimer.** Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

## 6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("Force Majeure Events"). Force Majeure Events include: (a) acts of God; (b) flood, fire,

earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

## 7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

## 8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or



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disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

## 9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

## 10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Customer Information Section. Notice to Siteimprove should be sent to:

Siteimprove, Inc.  
Attn: Legal Department  
7807 Creekrige Circle  
Minneapolis, MN 55439  
With a copy to:  
[legal@siteimprove.com](mailto:legal@siteimprove.com)

## 11. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of California and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts

of California will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

## 12. NO WAIVER

The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

## 13. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

## 14. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

## 15. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

## 16. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

# Act With Digital Certainty

## Exhibit C - Premium Support Plan

**1. SCOPE OF SERVICES.** Siteimprove provides Premium support as set forth in this Premium Support Plan.

**2. SELF-HELP RESOURCES.** Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

**3. PRODUCT SUPPORT AND TRAINING.** Customers can contact Siteimprove for product support, training, and additional services by visiting our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

**3.1 SERVICE LEVELS.** Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of ten events)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies

**3.2 SEVERITY LEVELS.** When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL
----------	-------	-------	----------



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<ul style="list-style-type: none"> <li>• Minor problem not impacting service functionality</li> <li>• Feature requests or missing or erroneous documentation</li> <li>• Question/ information request that does not affect delivery of service</li> </ul>	<ul style="list-style-type: none"> <li>• Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists</li> <li>• The problem is with a non-critical feature or functionality</li> </ul>	<ul style="list-style-type: none"> <li>• Service is operational but performance is highly degraded to the point of major impact on usage</li> <li>• Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion</li> <li>• Access to a particular third-party application or service provider deemed noncritical is impacted</li> </ul>	<ul style="list-style-type: none"> <li>• Service is down or unavailable</li> <li>• Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact</li> <li>• Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response</li> <li>• Data is corrupted or lost and must be restored from backup</li> <li>• Any critical error encountered will be worked on by Siteimprove during EMEA business hours until resolved</li> </ul>
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**4. SUPPORT AVAILABILITY.** Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA  
Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC  
excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center - Copenhagen, Denmark  
Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC  
excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia  
Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC  
excluding New South Wales national and regional public holidays

## 5. SYSTEM AVAILABILITY.

**5.1 STANDARD.** Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time ("**System Availability**"). System Availability is calculated as:

$$\frac{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - ([Scheduled\ Downtime] + [Unscheduled\ Outage\ Time])}{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - [Scheduled\ Downtime]} \times 100\%$$

Scheduled Downtime is defined in Section 8. "Unscheduled Outage Time" is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 5.3 (Exceptions).

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**5.2 MONITORING AND MANAGEMENT.** Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at <http://status.siteimprove.com/> (<https://support.siteimprove.com/>); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 5.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

**5.3 EXCEPTIONS.** No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer's misuse of the Included Services; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

**6. SYSTEM RESPONSE RATE.** Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("Response Rate"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove's choosing and reporting is available upon written request.

**7. LIABILITIES.** Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("Service Credit"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

**8. SCHEDULED DOWNTIME.** Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the Included Services ("Scheduled Downtime") as long as Customer has signed up for the alerts at [http://status.siteimprove.com](http://status.siteimprove.com/) (<https://support.siteimprove.com/>).

**9. MAINTENANCE OF INCLUDED SERVICES.** Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

**10. TERM.** This Premium Support plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.



Fountain Valley School District  
 Attn: Billing Irazmi Perez  
 10055 Slater Ave  
 Fountain Valley, CA 92708  
 United States

Siteimprove, Inc.  
 7807 Creekridge Circle  
 Minneapolis, MN 55439  
 Phone: 855-748-3467  
 Fax: 1-800-409-5612  
 EIN # 20-3425009  
 Email:  
 accountingus@siteimprove.com

## QUOTE, DO NOT PAY

Salesperson	Purchase Order	Contract Number	Issue Date
Patrick Bonner		80717	May 26, 2020

Text	Amount (USD)
Renewal Quote for Siteimprove Contract #: 80717 Period: Jul 1, 2020 - Jun 30, 2021	
Professional Suite	6,575.00 USD
Quality Assurance - up to 2,500 Pages	
Accessibility - up to 2,500 Pages	
SEO - up to 2,500 Pages	
Response - up to 3 Response Check Points	
PDF-check of documents - up to 500 PDFs	
Priority feature - up to 2,500 Pages	
Policy - up to 2,500 Pages	
Premium Support	
Usability - up to 10 Maps	
Accessibility Community Member	

Renewal of Service, Fee noted in agreement	6,575.00 USD
<b>Total</b>	<b>6,575.00 USD</b>

**THIS IS NOT A BILL, DO NOT PAY QUOTE**



April 30, 2020

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley, CA 92708

Re: Document Tracking Services

**INVOICE #9270810**

Pursuant to the licensing agreement between Fountain Valley Elementary School District and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [7/1/20 to 6/30/21]: 10 schools and District = 11 sites License Agreement includes up to 5 documents, \$250 per site	<b>\$2,750</b>
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**Total Balance Due: \$2,750**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

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Approved Per Payment (Signature)

---

Name/Role (Printed)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Document Tracking Service, LLC</b></p> <p><b>2 Business name/disregarded entity name</b>, if different from above <b>Document Tracking Services</b></p> <p><b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b></p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b></p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3)</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>Match to account recipient data on U.S.</small></p>
	<p><b>5 Address</b> (number, street, and apt. or suite no.) See instructions. <b>10225 Barnes Canyon Road, Suite A200</b></p> <p><b>6 City, state, and ZIP code</b> <b>San Diego, CA 92121</b></p> <p><b>7 List account number(s) here (optional)</b></p>	<p><b>Requester's name and address (optional)</b></p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
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2	0	-	3	4	6	9	2	5	4	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	<b>Date</b> ▶ 1/1/19
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





## LICENSING AGREEMENT

This Agreement effective **July 1, 2020**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$2,750**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
- (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
- \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
- (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: April 30, 2020

Licensee

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

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

Fountain Valley Elementary School District

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### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2020 School Accountability Report Card, English (CDE Template)
2. 2020 School Accountability Report Card, Spanish (CDE Template)
3. 2020 School Accountability Report Card, Vietnamese (CDE Template)
4. 2020 School Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



# Houghton Mifflin Harcourt

Proposal  
Prepared For  
**Fountain Valley School District**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

For the Purchase of:  
**\*Reading Inventory Subscription Package 1 Yr**

Prepared By  
Carolyn Minear  
carolyn.minear@hmc.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.



Houghton Mifflin Harcourt

Attention:  
Jerry Gargus  
gargusj@fvsd.us

HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hmc.com

Date of Proposal: 6/2/2020

Expiration Date: 8/31/2020

Proposal for  
**Fountain Valley School District**  
**\*Reading Inventory Subscription Package 1 Yr**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Reading Inventory Student Subscription Package</b>						
6001447 9780545369527	Reading Inventory Annual License Subscription	\$ 5.50	1,000	\$5,500.00		\$5,500.00
<b>Total for Student Subscription Package</b>						

**Total for Reading Inventory** **\$5,500.00**

Term dates: 8/1/20 - 7/31/21

<b>Total Savings:</b>	<b>\$0.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$5,500.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$5,500.00</b>



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hmc.com

Date of Proposal: 6/2/2020

Expiration Date: 8/31/2020

Proposal for  
**Fountain Valley School District**  
**\*Reading Inventory Subscription Package 1**  
**Yr**

**Total Cost of Proposal (PO Amount): \$5,500.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**  
Fountain Valley School District

**Sold to:**  
Fountain Valley School District

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/2/2020

Proposal Expiration Date: 8/31/2020



**Houghton Mifflin Harcourt**



Houghton Mifflin Harcourt

Attention:  
Jerry Gargus  
gargusj@fvds.us

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

HMH Confidential and Proprietary



# Houghton Mifflin Harcourt

Proposal  
Prepared For

## Fountain Valley School Dist

For the Purchase of:

### Technical Consultative Support

Prepared By  
Kathleen Koch  
kathleen.koch@hnhco.com

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us  
HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th St. Suite L  
St. Charles, IL 60174  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

Proposal Date: 6/17/2019

**Proposal for  
Fountain Valley School Dist  
Technical Consultative Support**

Expiration Date: 8/1/2019

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b><u>Technical Services - Yr 1 2019 - 2020</u></b>						
<b>Technical Services</b>						
3026068	9780545162661 HMH Services Database Migration Remote (Up To 2 Databases)	\$1,000.00	1	\$1,000.00		\$1,000.00
3031524	9781328021021 TechIntegrate Remote, 1 Day (SIS)	\$1,750.00	1	\$1,750.00	\$297.50	\$1,452.50
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
	9781328015914 HMH Minimum Server Set-Up Fee	\$295.00	1	\$295.00		\$295.00
<b>Total for Technical Services</b>				<b>\$6,097.50</b>		
<b>Total for Technical Services - Yr 1 2019 - 2020</b>				<b>\$6,097.50</b>		
<b><u>Technical Services - Yr 2 2020 - 2021</u></b>						
<b>Technical Services</b>						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
<b>Total for Technical Services</b>				<b>\$3,350.00</b>		
<b>Total for Technical Services - Yr 2 2020 - 2021</b>				<b>\$3,350.00</b>		
<b><u>Technical Services - Yr 3 2021- 2022</u></b>						
<b>Technical Services</b>						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
<b>Total for Technical Services</b>				<b>\$3,350.00</b>		
<b>Total for Technical Services - Yr 3 2021- 2022</b>				<b>\$3,350.00</b>		
<b><u>Technical Services - Yr 4 2022 - 2023</u></b>						
<b>Technical Services</b>						
6001406	9780545123082 Reading Inventory Annual Hosting Service	\$4.00	3,350	\$13,400.00	\$10,050.00	\$3,350.00
<b>Total for Technical Services</b>				<b>\$3,350.00</b>		
<b>Total for Technical Services - Yr 4 2022 - 2023</b>				<b>\$3,350.00</b>		

Hosting start and End dates - Aug. 1, 2019 through July 31, 2023

<b>Proposal Summary</b>	
<b>Total Savings:</b>	<b>\$40,497.50</b>
<b>Subtotal Purchase Amount:</b>	<b>\$16,147.50</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$16,147.50</b>



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us  
HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th St. Suite L  
St. Charles, IL 60174  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

Proposal Date: 6/17/2019

Proposal for  
**Fountain Valley School Dist**  
**Technical Consultative Support**

Expiration Date: 8/1/2019

**Total Cost of Proposal (PO Amount): \$ 16,147.50**  
**PAID IN FULL - JULY 2019**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

<b>Ship to:</b>	<b>Sold to:</b>
Fountain Valley School District	Fountain Valley School District
10055 Slater Ave	10055 Slater Ave
Fountain Valley CA 92708-4712	Fountain Valley CA 92708-4712
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/17/2019

Proposal Expiration Date: 8/1/2019



**Houghton Mifflin Harcourt**



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us  
HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th St. Suite L  
St. Charles, IL 60174  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com



# INVOICE

9583 Heartland Place  
 Rancho Cucamonga, CA 91730  
 support@clearvisiontech.com  
 http://www.clearvisiontech.com  
 909/484-2052

DATE: 2/18/20  
 INVOICE #: 210868

<b>SOLD TO:</b>
Fountain Valley Unified School District ATTN: Dr Jerry Gargus Director of Educational services 10055 Slater Ave Fountain Valley, CA 92708

<b>SHIP TO:</b>
Automatic Update www.clearvisiontech.com

P.O.NUMBER	TERMS	REP	SHIP DATE	VIA	F.O.B.
		DFriedman			

# ITEMS	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
634	RCM	Courreges ES 2020/2021 License	\$1	\$634.00
521	RCM	Gisler ES 2020/2021 License	\$1	\$521.00
702	RCM	Cox ES 2020/2021 License	\$1	\$702.00
509	RCM	Newland ES 2020/2021 License	\$1	\$509.00
500	RCM	Oka ES 2020/2021 License	\$1	\$500.00
563	RCM	Tamura ES 2020/2021 License	\$1	\$563.00
521	RCM	Plavan ES 2020/2021 License	\$1	\$521.00
1931	GRBK	RCM Gradebook License Grades 3-6	\$1	\$1,931.00
7	Revisions	Level 3 Report Card Revisions TK - 5 English	\$1000	\$7,000.00
7	Revisions	Level 3 Report Card Revisions TK - 5 Vietnamese	\$1000	\$7,000.00
1	DISC	Commit to 3 year renewal and receive \$500 off each year 20/21, 21/22, 22/23	\$-500	\$-,500.00

Sub Total:	\$19,381.00
% Sales Tax:	NA
<b>TOTAL DUE:</b>	<b>\$19,381.00</b>

**Thank you for your order!**

Please make checks payable to: ClearVision Technologies, LLC





INVOICE

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113  
billing@zoom.us

Invoice Date: 04/03/2020  
Invoice #: INV14298617  
Payment Terms: Net 30  
Due Date: 05/03/2020  
Account Number: 54617545  
Currency: USD  
Account Information: Fountain Valley School District  
10055 Slater Ave.,  
Fountain Valley, California 92708  
United States  
(+1) 7148433299  
sadeghp@fvsd.us

For ACH and Wire Transfer payment:  
Account Name: Zoom Video Communications, Inc.  
Bank Name: Wells Fargo Bank  
Account Number: 3088920149  
Routing Number(WT): 121000248  
Routing Number(ACH): 121042882  
SWIFT Code: WFBIUS6S

OR send check payment to:  
Zoom Video Communications Inc.  
PO BOX 398843  
San Francisco, CA  
94139-8843

Purchase Order #:

TaxExemptCertificateID:

[Zoom W-9](#)

CHARGE DETAILS				
Charge Description	Service Period	Subtotal	Tax	TOTAL
Charge Name: Education Annual Quantity: 500 Unit Price: \$36.00	04/03/2020-04/02/2021	\$18,000.00	\$0.00	\$18,000.00
Charge Name: Webinar 500 Annual Quantity: 1 Unit Price: \$0.00	04/03/2020-04/02/2021	\$0.00	\$0.00	\$0.00

INVOICE TOTALS	
Subtotal:	\$18,000.00
Total (Including Tax):	\$18,000.00
Invoice Balance:	\$18,000.00

TAX DETAILS				
Charge Name	Tax Name	Jurisdiction	Charge Amount	Tax Amount
			Total	\$0.00



INVOICE

Tax	
-----	--

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.



Fountain Valley School District  
**BUSINESS SERVICES**

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

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
Diane Sharpe, Food Service Director  
**SUBJECT:** AUTHORIZE THE USE OF THE PLACENTIA YORBA LINDA (#219-01  
DAIRY) BID FOR THE PURCHASE OF FOOD SERVICE PRODUCTS  
**DATE:** June 1, 2020

---

**Background:**

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Placentia Yorba Linda School District went out to bid for dairy products on June 19, 2018 and awarded Clearbrook Farms, Inc. the contract. The Placentia Yorba Linda School District is rolling over this bid for the 2020-2021 school year and Fountain Valley School District has been offered this extension as well.

**Fiscal Impact:**

The use of the Placentia Yorba Linda School District Dairy Bid #219-01(piggyback) allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

**Recommendation:**

It is recommended that the Board authorizes the Superintendent or his designee, to approve the Placentia Yorba Linda School District Dairy Bid #219-01(piggyback) 2020-2021 rollover for the purchase of the Milk, Juice and Dairy products.



May 29, 2020

Diane Sharpe  
Director of Food Services  
Fountain Valley School District

Dear Diane,

Thank you for agreeing to piggyback on the Placentia Yorba Linda Unified School District Dairy and Juice Products Bid 219-01.

Clearbrook Farms will allow the Fountain Valley School District to piggyback on Placentia Yorba Linda Unified School District Dairy and Juice Products BID 219-01.

Thank you for your business and we look forward to continuing a strong relationship based on excellent service and high-quality products!

Sincerely,



Wayne Prins

President

**TO:** Dr. Greg Plutko, Superintendent  
**FROM:** David Giordano, Assistant Superintendent, Business Services  
**SUBJECT:** **BID NO. 219-01, DAIRY AND JUICE PRODUCTS PROCUREMENT AND DELIVERY**  
**DATE:** May 12, 2020

**BACKGROUND:** On June 19, 2018, the Board of Education awarded Bid No. 219-01 to Clearbrook Farms for the procurement and delivery of dairy and juice products needed in the school meal program. This bid is utilized as needed and is renewable on a yearly basis for up to 3 years.

**RATIONALE:** Renewal of this bid will exercise the second renewal of three allowable renewals to maintain competitive pricing of milk and dairy procurement and delivery throughout the year. Clearbrook Dairy is requesting a 3.8% increase for the 2020-21 school year. This is currently in line with the Consumer Price Index increases plus .04% to meet rising personnel costs with contract negotiations.

**FUNDING:** Cafeteria Fund (1313) \$550,000

**BOARD FOCUS AREA:** This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

**RECOMMENDATION:** Approve renewal of the contract per Bid No. 219-01 for the procurement and delivery of dairy and juice products with Clearbrook Farms, effective July 1, 2020 through June 30, 2021.

**PREPARED BY:** Suzanne Morales, Director, Nutrition Services

**CONSENT CALENDAR (Continued)**

5. Authorize the continued use of (DGS) Contract No. 4-17-78-0006B for the purchase and warranty of playground and outdoor equipment with Miracle Recreation Equipment Company, effective July 1, 2020 through June 30, 2021. 7
6. Approve contract renewal per Unit Bid No. 219-02 for general contractor services with New Dimension and Easterday Construction, effective July 1, 2020 through June 30, 2021. 8
7. Approve contract renewal of Unit Bid No. 218-02 for painting services with Painting & Decor, effective May 23, 2020 through May 22, 2021. 9
8. Approve contract renewal per Bid No. 217-03 for fiber fall and mulch installation services with RWP Transfer, Inc., dba Recycled Wood Products, effective July 1, 2020 through June 30, 2021. 10
9. Approve renewal of contract per Unit Bid No. 219-07 for fencing services with J.M. Justus Fence Co. and Econo Fence, Inc., effective June 19, 2020 to June 18, 2021. 11
10. Approve contract renewal per RFP No. 2019-02 for tree trimming removal and inventory services to West Coast Arborists, Inc., effective July 1, 2020 through June 30, 2021. 12
11. Approve to relieve Sky JTC Corp of the painting bid at George Key School per PCC 5101 and 5103, rescind the award of Bid No. 220-05 for painting projects to Sky JTC Corp. at George Key School approved on April 14, 2020, and approve award of Bid No. 220-05 for painting projects to Mear Construction, Inc. for George Key School. 13
12. Approve the consulting services agreement with Fieldman, Rolapp & Associates, Inc. dba Applied Best Practices for administration of continuing disclosure from May 13, 2020 to June 30, 2023. 15
13. Approve Resolution No. 25 to authorize the use of temporary interfund borrowing for the 2020-21 fiscal year. 16
14. Adopt Resolution to designate the applicant's agent for non-state agencies authorized to file Cal OES Form 130 with the Governor's Office of Emergency Services for the purpose of obtaining federal and state emergency assistance. 18
15. Approve renewal of the lease agreement for meal tray heat sealer equipment and supplies with Oliver Packaging, effective July 1, 2020 through June 30, 2021. 20
16. Approve renewal of the agreement with Food Safety Systems, effective July 1, 2020 through June 30, 2021. 21
17. Authorize use of Riverside Unified School District RFP No. 2017/18-12 for the purchase of fresh produce with Sunrise Produce Company, effective July 1, 2020 through June 30, 2021. 22
18. Approve renewal of the contract per Bid No. 219-01 for the procurement and delivery of dairy and juice products with Clearbrook Farms, effective July 1, 2020 through June 30, 2021. 23





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:** **REVIEW OF INVESTMENT POLICY**  
**DATE:** June 8, 2020

---

**Background:**

Government Code section 35646 requires the chief fiscal officer of each local agency in California to annually render a statement of the agency's investment policy. The Fountain Valley School District Board of Trustees adopted an Investment Policy statement in October of 1996 which provides additional detail to Board Policy 3430(a) Investing.

In reviewing the District's current Board Policy 3430(a) no changes were found to be necessary for the 2020-2021 fiscal year.

**Fiscal Impact:**

None at this time

**Recommendation:**

It is recommended that the Board of Trustees receives the Investment Policy for review.



FOUNTAIN VALLEY SCHOOL DISTRICT  
**INVESTMENT POLICY**

**I. PURPOSE**

To establish a policy for investment of funds by the Fountain Valley School District (herein called the District). The policy also governs the issuance of debt by the District. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt,

To protect the principal deposits of the District, and

To generate investment income within the parameters of this policy.

**II. POLICY**

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider in order of descending importance are the following:

Safety of invested funds,

Sufficient liquidity to meet future cash flow requirements, and

Attain maximum yield consistent with the aforementioned requirements.

In addition, the District shall adopt measures as set forth herein to ensure that the issuance of debt by the District complies with all applicable state and federal laws, including federal and state securities laws.

The Superintendent or its designee, under the direction of the Board of Trustees shall have the responsibility for all decisions and activities performed under the District's investment policy. The Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

### **III. LEGAL CONSTRAINT**

Pursuant to California Education Code Section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper Fund of the District except as otherwise provided herein.

Pursuant to California Education Code Section 41015, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

### **IV. AUTHORIZED INVESTMENTS**

The District shall make investments in the context of the “Prudent Investor Rule” (Civil Code Section 2261 et seq.), which in substance states that:

“Investment shall be made with the judgment and care, under circumstances then prevailing which person of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation; but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through California Education Code. Those funds maintained in a Special Reserve Fund or any surplus fund not required for the immediate necessities of the District shall be available for investment (“funds available for investment”) under the conditions set forth in this policy.

Authorized investments are:

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies. The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the District will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). An individual bank account shall not exceed \$100,000 (Education Code Section 41002.5). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

- a. Cash Clearing Account  
Purpose: To deposit accounts receivable checks then write check to Fountain Valley School District once checks have cleared.
- b. Revolving Cash  
Purpose: Emergency transactions for payroll and accounts payable.
- c. Self-Insured Trust Account  
Purpose: To pay various insurance claims.
- d. TRANS Proceeds

## **V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS**

The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the District, the District will retain bond counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Assistant Superintendent of Business Services shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

## **VI. DEPOSIT OF PROCEEDS FROM THE ISSUANCE OF DEBT**

The District shall not issue debt, for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to finance capital projects.

When depositing proceeds from the issuance of debt, the District shall limit such investments to those authorized investments identified in this policy. Should a trust agreement of a particular debt issued by the District be more restrictive than the District's policy on authorized investments, then the trust agreement will take precedence.

## **VII. INVESTMENT REVIEWS**

The Assistant Superintendent of Business Services will review quarterly reports on investment performance.

## **VIII. CHANGES TO INVESTMENT POLICY**

This policy dated October 24, 1996, has been submitted to the Board of Trustees for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Trustees.

## **IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY**

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the District and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this statement of compliance is attached as Exhibit A.

**STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES  
ADOPTED BY THE FOUNTAIN VALLEY SCHOOL DISTRICT**

The undersigned has been retained to perform services for the Fountain Valley School District. The undersigned has been provided with a copy of the Fountain Valley School District Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date: June 12, 2020

By: \_\_\_\_\_  
Christine Fullerton  
\_\_\_\_\_  
Assistant Superintendent, Business



Fountain Valley School District  
**BUSINESS SERVICES**

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

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
Joe Hastie, Director, Maintenance & Operations  
**SUBJECT:** **AWARD BID #20-03 MODULAR BUILDINGS-SITWORK ONLY  
(FULTON MIDDLE SCHOOL)**  
**DATE:** June 3, 2020

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**Background:**

On July 12, 2018 the Board of Trustees approved the design, engineering and purchase of Gen 7 High Performance Modular Classrooms for the three Middle Schools. This recommendation to award is for all site work required prior to the delivery and installation of the new buildings at Fulton Middle School.

An advertisement to bid was placed in the Orange County Daily Pilot on April 25, 2020 and May 2, 2020 pursuant to Public Contract Code 20011 and Government Code 6066. Five (5) Contractors attended the mandatory job walk held on May 11, 2020 at 9:00 am and four (4) submitted proposals on the advertised bid date of May 19, 2020 at 1:00 pm

Bid Recap

<u>Contractor</u>	<u>Bid Amount</u>
Sandalwood Construction	\$ 994,000.00
R. Jensen Co., Inc	\$ 828,000.00
West Coast Air	\$ 1,134,717.00
BuiltAll	\$ 1,035,000.00

**Fiscal Impact:**

Funding for this project will come from the proceeds of the sale of the Crossroads Building.

**Recommendation:**

It is recommended that the Board of Trustees awards Bid# 20-03 to R. Jensen Co., Inc. in the amount of \$ 828,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.



Fountain Valley School District  
**BUSINESS SERVICES**

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

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
Joe Hastie, Director, Maintenance & Operations  
**SUBJECT: AWARD BID #20-04 ROOF REPLACEMENT – MAINTENANCE BUILDINGS**  
**DATE:** June 3, 2020

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**Background:**

In 2003 the Maintenance and Operations Facility located at 17330 Mount Herrmann St Fountain Valley was constructed. Maintenance, Warehouse, and Food Service buildings are Pre-Fabricated Steel Structures with Steel Metal Roofing. Over time the metal roofing has failed and numerous leaks have occurred. The buildings also have an integral gutter system that leaks and plastic skylights that have become brittle and unsafe. This project has been designed to replace the skylights, redesign the gutter and drainage systems, add insulation, and install a single ply membrane roofing system similar to the School Sites. Administration Building is not part of this project as it was originally constructed with a membrane roof that currently has about 15 more years of life.

An advertisement to bid was placed in the Orange County Daily Pilot on April 25, 2020 and May 2, 2020 pursuant to Public Contract Code 20011 and Government Code 6066. Two (2) Contractors attended the mandatory job walk held on May 11, 2020 at 1:00 pm and One (1) submitted proposals on the advertised bid date of May 19, 2020 at 1:00 pm.

**Bid Recap**

<u>Contractor</u>	<u>Bid Amount</u>
Chapman Coast Roofing Systems	\$ 406,000

**Fiscal Impact:**

Funding for this project will come from the Special Fund for Capital Outlay.

**Recommendation:**

It is recommended that the Board of Trustees awards Bid# 20-4 to Chapman Coast Roof Co., Inc. in the amount of \$ 406,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE THE USE OF A PIGGYBACK CONTRACT WITH CLASS LEASING FOR THE LEASE AND RELOCATION OF RELOCATABLE CLASSROOMS FOR INTERIM HOUSING ASSOCIATED WITH THE MEASURE O HVAC AND MODERNIZATION PROJECT**  
DATE: June 8, 2020

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**Background:**

In order to complete the Measure O Modernization and HVAC projects, the District will need to temporarily relocate students and teachers during each phase of construction. In order to do this, the District will need to provide interim house through the leasing of relocatable buildings.

The Chawanakee Unified School District awarded a contract to Class Leasing, LLC. for the Purchase, Relocation, Dismantle and Removal of Department of State Architect (DSA) Approved Temporary Portable Classrooms District Wide pursuant to a competitive Bid Project #11 on February 8, 2018. Public Contract Code section 20118 authorizes a school district to utilize a contract awarded by another public agency under the same terms and conditions as the awarding public agency's contract. District staff has reviewed the terms and conditions of the Chawanakee Unified School District's contract awarded to Class Leasing. It has been determined that it is in the best interest of the District to lease 24' x 40' relocatable buildings, which are offered at fair and competitive prices. Costs to relocated buildings are also included in Chawanakee Unified School District's contract.

**Fiscal Impact:**

The fiscal impact will be dependent on the number of classrooms needed at each site, but is anticipated to be between seven and twelve buildings. Funding for these building will come from the proceeds of the Measure O bond sales.

**Recommendation:**

It is recommended that the Board of Trustees approves the use of a piggyback contract with Class Leasing for the lease of relocatable classrooms for Measure O HVAC and Modernization projects.





Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Director, Educational Services  
SUBJECT: **APPROVAL OF AGREEMENT WITH IXL**  
DATE: June 2, 2020

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**Background:**

IXL Learning, Inc. is an educational technology company that has developed an integrated personalized learning platform. IXL's platform consists of three components (1) real-time diagnostics to assess the learning needs of students, (2) comprehensive curriculum across all grade levels and four content areas (Math, English Language Arts, Social Studies, and Science), and (3) IXL analytics to help track the progress of students at the student, teacher, school, and district levels

During the COVID-19 School Dismissal period, FVSD teachers have piloted the use of IXL with great success. In fact, IXL usage accounts for over 12,000 hours of Distance Learning activities by students – as students have answered over 2,000,000 questions in the past three months. IXL's integrated personalized learning platform will serve as an important resource for FVSD teachers as they continue to meet the learning needs of students in both classroom-based learning and distance learning environments.

**Fiscal Impact:**

The total cost of IXL's proposed 1-year licensing agreement is \$117,000.00 which includes licensing for all FVSD students, as well as online support for teachers.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement with IXL Learning, Inc. for the 2020-21 school year for \$117,000.00.



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Jerry Gargus, Director, Educational Services  
SUBJECT: **APPROVAL OF AGREEMENT WITH NEWSELA**  
DATE: June 2, 2020

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**Background:**

Newsela, Inc. is an educational technology company that has developed an online learning platform that provides supplemental content related to English Language Arts, Science, and Social Studies. Newsela's sources content from major news publications such as the New York Times, USA Today, the Washington Post, Scientific American, and The Economist, presenting students with grade level appropriate content pulled from the world's current events. In addition, the Newsela platform can easily adjusted the complexity of text to ensure students have access to content that closely aligns with their reading level. Teachers can then create assignments or quizzes to provide students with opportunities to demonstrate their learning.

FVSD middle school students have used Newsela for several years; however, the Ed Services Division arranged for a pilot of the platform across all FVSD sites during the COVID-19 School Dismissal period. During this time, Newsela has proven to be a useful tool to support student learning, with nearly completed 9,000 quizzes submitted in the past three months. In light of this, we are confident that Newsela's online learning platform will serve as an important resource for FVSD teachers as they continue to meet the learning needs of students in both classroom-based learning and distance learning environments.

**Fiscal Impact:**

The total cost of Newsela's proposed 1-year licensing agreement is \$29,750.00 which includes licensing for all FVSD students in grades 3-8, as well as online support for teachers.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement with Newsela, Inc. for the 2020-21 school year for \$29,750.00.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Director, Educational Services  
SUBJECT: **APPROVAL OF AGREEMENT WITH PARENTSQUARE**  
DATE: June 2, 2020

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**Background:**

ParentSquare, Inc., provides a multi-platform communication system that empowers school districts with the ability to distribute three forms of communications including mass communications & urgent alerts, posts, and direct messages. The system enables schools to efficiently distribute newsletters, manage calendars, collect forms and permission slips, or manage online payments. In addition, the private portal feature facilitates both group and individual communication between teachers and parents.

The Parent Square system increases functionality beyond the scope of FVSD's current mass communication system, is more user friendly for staff and parents, and represents a more cost-efficient alternative to the District's existing multi-platform system.

**Fiscal Impact:**

The total cost of Parent Square's proposed 1-year licensing agreement is \$25,440.00 which includes licensing for all FVSD students and on-boarding/data setup.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement with ParentSquare, Inc. for the 2020-21 school year for \$25,440.00.



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **S.P.I.R.E. Hybrid Reading Curriculum**  
DATE: June 8, 2020

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**Background:**

S.P.I.R.E. Hybrid is a research-proven multisensory reading intervention program based on the Orton-Gillingham philosophy. It is designed to build reading success through an intensive, structured, and spiraling curriculum that incorporates phonological awareness, phonics, spelling, fluency, vocabulary, and comprehension in a systematic 10-Step lesson plan. *S.P.I.R.E.* Hybrid supports and encourages teacher-led instruction, by utilizing a unique combination of print and digital resources. This purchase will also include a Professional Development opportunity for up to 25 Education Specialists.

**Fiscal Impact:**

One year subscription and Professional Development not to exceed \$40,000.00.

**Recommendation:**

It is recommended that the Board of Trustees approves the purchase of S.P.I.R.E. Hybrid for the 2020-2021 school year.