



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Videoconference via Zoom

**August 6, 2020**

Meeting Link: [https://zoom.us/webinar/register/WN\\_c7IJ\\_\\_wsTLm2rfsO6ALa\\_Q](https://zoom.us/webinar/register/WN_c7IJ__wsTLm2rfsO6ALa_Q)

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

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

- PLEDGE OF ALLEGIANCE

**STAFF REPORTS AND PRESENTATIONS**

**1. REPORT ON THE RECOMMENED ONLINE CURRICULUM FOR THE 2020/21 SCHOOL YEAR**

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide a review for the Board of Trustees on the selection process and recommended online curriculum to support remote/virtual learning for the 2020/21 school year.

**2. REPORT ON THE 45-DAY REVISION TO 2020-21 DISTRICT BUDGET**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide a report for the Board of Trustees on the 45-day revision to the 2020-21 District Budget.

**BOARD REPORTS AND COMMUNICATIONS**

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

**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 1:00PM on Thursday, August 6<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**

- 3. APPROVAL OF 2020-21 REOPENING SCHOOLS PLAN FOR THE FOUNTAIN VALLEY SCHOOL DISTRICT** M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

At the August 3, 2020 Special Board Meeting, Superintendent, Dr. Mark Johnson shared the draft 2020-21 Reopening Schools Plan with the Board of Trustees. This plan was developed in consultation with the Reopening Schools Advisory, a 55-plus member group whose purpose is to research, discuss and provide input to staff with the goal of safely reopening schools on September 9, 2020. The draft 2020-21 Reopening School Plan includes descriptions of three instructional models for the 2020-21 school year. The draft plan is a fluid, working document that may be adjusted as conditions and/or guidance changes.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the draft 2020-21 Reopening Schools Plan for the Fountain Valley School District.

- 4. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FLORIDA VIRTUAL SCHOOLS** M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

Due to COVID-19, and the current regulations set forth by the California Department of Health and the Governor, FVSD anticipates offering a full-year online virtual/remote option, as well as the need to support online virtual/remote instruction when an in-person instructional program is not viable for the 2020-2021 school year. After much thought and consideration, the Elementary and Middle Schools sub-committees recommends Florida Virtual Schools as the best available option to support FVSD teachers, students, support staff, and families as a supplemental online curriculum for the 2020/21 school year.

Superintendent’s Recommendation: It is recommended the Board of Trustees approves the Florida Virtual Schools TK-8 supplemental online curriculum for the 2020-2021 school year.

- 5. APPROVE RESOLUTION 2021-05 SUSPENDING THE CIVIC CENTER ACT USE OF DISTRICT FACILITIES** M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

In order to ensure the continuation of public education and to preserve the health and safety of the District’s students and staff, the Governing Board deems it to be in the best interests of the District to temporarily suspend the use of its school facilities under the Civic Center Act.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2021-05 Suspending the Civic Center Act use of District Facilities.

**6. APPROVAL OF 45-DAY REVISION TO 2020-21 DISTRICT BUDGET**

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

Education Code Section 42127(h) specifies that not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act. The Governor signed the 2020-21 State Budget Act on June 29, 2020, which unlike prior years, included material changes to proposed funding levels. The 45-day period ends August 13, 2020.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the 45-day budget revision for fiscal year 2020-21.

**7. 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**

- 7-A. Board Meeting Minutes from June 25<sup>th</sup> regular meeting
- 7-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C. Donations
- 7-D. Warrants
- 7-E. Purchase Order Listing

**Consent Items**

- 7-F. CONSOLIDATED APPLICATION - SPRING 2020 RELEASE

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the CONAPP Spring Release to the CDE.

**7-G. MOU BETWEEN OCDE AND FVSD FOR SPECIAL SCHOOLS PROGRAM**

Superintendent's Comments: It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

**7-H. DISTRICT FIELD TRIP LIST 2020-21**

Superintendent's Comments: It is recommended that the Board of Trustees approves the District field trip list for the 2020-21 school year.

**7-I. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO THE DISTRICT'S THREE MIDDLE SCHOOLS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Revision Assistant for all 6-8 ELA teachers with a 1 year agreement for the 2020-2021 school years to align with the Feedback Studio contract between Fountain Valley School District and Turnitin, LLC.

**7-J. MANDATE BLOCK GRANT**

Superintendent's Comments: It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2020-21 fiscal year and authorizes the Superintendent or his designee to sign all documents.

**7-K. RESOLUTION 2021-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2021-01: Authorization of Signatures on Replacement Warrants.

**7-L. RESOLUTION 2021-02: APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2021-02 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

**7-M. RESOLUTION 2021-03: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2021-03: Authorization of Approval of Vendor Claims/Orders.

**7-N. RESOLUTION 2021-04: AUTHORIZATION OF SIGNATURES**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2021-04: Authorization of Signatures.

**7-O. APPROVAL OF ORANGE COUNTY DEPARTMENT OF EDUCATION ELECTRONIC DOCUMENT MANAGEMENT SYSTEM AGREEMENT 50302**

Superintendent's Comments: It is recommended that the Board approve agreement number 50302 with the Orange County Department of Education and authorize the Superintendent or designee to sign all required documents.

**7-P. AGREEMENT WITH REVENUE ENHANCEMENT GROUP, INC. FOR ASSESSMENT REFUND SERVICES**

Superintendent's Comments: It is recommended that the Board of Trustees approves Agreement 9985HA with Revenue Enhancement Group, Inc., for the period of one year, beginning August 7, 2020 and ending August 6, 2021, and authorizes the Superintendent or designee to sign all documents.

**7-Q. APPROVE CHANGE ORDER #3 FOR THE COX ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #3 for the Cox Elementary School Measure O HVAC and Modernization Project.

**7-R. APPROVE REVISED CHANGE ORDER #3 FOR THE TAMURA ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #3 for the Tamura Elementary School Measure O HVAC and Modernization Project.

**7-S. APPROVE CHANGE ORDER #4 FOR THE FULTON MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #4 for the Fulton Middle School Measure O HVAC and Modernization Project.

**7-T. APPROVE THE USE OF IRVINE UNIFIED SCHOOL DISTRICT PIGGYBACK BID NO 19/20-01 FOR THE PURCHASE AND INSTALLATION OF VIEWSONIC TOUCH DISPLAYS**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the use of the Irvine Unified School District’s Piggyback Bid No. 19/20-01 for the purchase and installation of Viewsonic touch displays.

**7-U. APPROVAL OF COMPANY NURSE: DIGITAL SCREENING AND NURSE TRIAGE SERVICES AGREEMENT**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Company Nurse: Digital Screening and Nurse Triage Services Agreement for the 2020-2021 school year.

**7-V. SPECIAL EDUCATION AGREEMENT 2020-2021 A**

Superintendent’s Comments: It is recommended that the Board of Trustees approve this agreement 2020-2021 A.

**7-W. SPECIAL EDUCATION AGREEMENT 2020-2021 B**

Superintendent’s Comments: It is recommended that the Board of Trustees approve this agreement 2020-2021 B.

**7-X. SPECIAL EDUCATION AGREEMENT 2020-2021 C**

Superintendent’s Comments: It is recommended that the Board of Trustees approve this agreement 2020-2021 C.

**7-Y. SPECIAL EDUCATION AGREEMENT 2020-2021 D**

Superintendent’s Comments: It is recommended that the Board of Trustees approve this agreement 2020-2021 D.

**7-Z. NON-PUBLIC AGENCY CONTRACTS**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	N/A	7/1/20-6/30/21
Cornerstone Therapies	\$181.84	7/1/20-6/30/21
Professional Tutors of America, Inc.	N/A	7/1/20-6/30/21
Professional Tutors of America, Inc.	\$1,000	7/1/20-6/30/21
Regents of the University of CA at Irvine dba The Center for Autism & Neurodevelopmental Disorders	\$5,000	8/7/20-6/30/21

## 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.
- **Threat to Public Safety or Facilities: *Government Code 54956.5***
- **Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5***
- **Conference with Real Property Negotiators *Government Code 54956.8***

**Property:** Approximately 5,296 square feet of property located at 10055 Slater Avenue Suite 214 (“Property”).

**Negotiating Parties:** Fountain Valley Unified School District (Owner/Landlord) Real Property Negotiators Christine Fullerton, and Constance Schwindt, Atkinson, Andelson, Loya, Rudd & Romo; and Gemini Diversified Services, Inc. (Tenant).

**Under Negotiation:** Instruction to Negotiators will concern both price and terms of payment for the Lease for the identified Property.

- **REPORT OUT OF CLOSED SESSION**  
The Board President will report out on action taken, if any.
- **APPROVAL TO ADJOURN**

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, September 3, 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.*

Board meeting of August 6, 2020



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services  
SUBJECT: **REPORT ON THE RECOMMENDED ONLINE CURRICULUM FOR  
THE 2020/21 SCHOOL YEAR**  
DATE: August 6, 2020

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**Background:**

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide a review for the Board of Trustees on the selection process and recommended online curriculum to support remote/virtual learning for the 2020/21 school year.

Board meeting of August 6, 2020



Fountain Valley School District  
Business Services

MEMORANDUM

TO: Board of Trustees  
FROM: Chris Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **REPORT ON THE 45-DAY REVISION TO 2020-21 DISTRICT  
BUDGET**  
DATE: August 6, 2020

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**Background:**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide a report for the Board of Trustees on the 45-day revision to the 2020-21 District Budget.



SO 20-21/B21-03  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **APPROVAL OF 2020-21 REOPENING SCHOOLS PLAN FOR THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**  
DATE: August 3, 2020

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**Background:**

At the August 3, 2020 Special Board Meeting, Superintendent, Dr. Mark Johnson shared the draft 2020-21 Reopening Schools Plan with the Board of Trustees. This plan was developed in consultation with the Reopening Schools Advisory, a 55-plus member group whose purpose is to research, discuss and provide input to staff with the goal of safely reopening schools on September 9, 2020. The draft 2020-21 Reopening School Plan includes descriptions of three instructional models for the 2020-21 school year. The draft plan is a fluid, working document that may be adjusted as conditions and/or guidance changes.

**Recommendation:**

It is recommended that the Board of Trustees approves the draft 2020-21 Reopening Schools Plan for the Fountain Valley School District.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FLORIDA VIRTUAL SCHOOLS**  
DATE: August 6, 2020

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**Background:**

Due to COVID-19, and the current regulations set forth by the California Department of Health and the Governor, FVSD anticipates offering a full-year online virtual/remote option, as well as the need to support online virtual/remote instruction when an in-person instructional program is not viable for the 2020-2021 school year. As a result, FVSD began discussing benefits of bringing in a dedicated online curriculum as a supplemental resource to during our Elementary and Middle Schools Re-Opening committees in July. The committee reviewed two virtual curriculums through a process of research, demonstration accounts, and a live demonstration by each vendor. Additionally, the teams took time for follow-up discussions, and prepared questions for the vendor to follow-up with response. After much thought and consideration, the Elementary and Middle Schools sub-committees recommends Florida Virtual Schools as the best available option to support FVSD teachers, students, support staff, and families as a supplemental online curriculum for the 2020/21 school year.

**Fiscal Impact:**

The total cost for the 1-year agreement of Florida Virtual Schools is not to exceed \$445,500 for the 2020/21 school year, including professional development. The District will cover the entire cost using COVID-19 Relief Funds.

**Recommendation:**

It is recommended the Board of Trustees approve the Florida Virtual Schools TK-8 supplemental online curriculum for the 2020-2021 school year.



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE RESOLUTION 2021-05 SUSPENDING THE CIVIC CENTER ACT USE OF DISTRICT FACILITIES**  
DATE: August 3, 2020

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**Background:**

Under the Civic Center Act, Education Code section 38130 et seq., public school facilities and grounds are considered civic centers. District Board Policy 1330 sets forth the District's policy for allowing the use of its facilities and grounds as civic centers, but provides that the District retains the sole discretion to determine which of its facilities and grounds shall be available to use.

On March 4, 2020, the Governor proclaimed a state of emergency in California as a result of the COVID-19 pandemic. On March 13, 2020, as a result of the COVID-19 pandemic, the Board authorized the emergency closure of all District schools and authorized the Superintendent to take any and all actions to ensure the continuation of public education and to preserve the health and safety of the District's students and staff.

In order to ensure the continuation of public education and to preserve the health and safety of the District's students and staff, the Governing Board deems it to be in the best interests of the District to temporarily suspend the use of its school facilities under the Civic Center Act.

**Fiscal Impact:**

There is no fiscal impact to the suspension of the civic center act.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2021-05 Suspending the Civic Center Act use of District Facilities.

**BEFORE THE GOVERNING BOARD OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION SUSPENDING THE CIVIC CENTER ACT USE OF DISTRICT  
FACILITIES AND GROUNDS**

**RESOLUTION NUMBER 2021-05**

**WHEREAS**, under the Civic Center Act, Education Code section 38130 et seq., public school facilities and grounds are considered civic centers;

**WHEREAS**, the Governing Board may grant the use of school district facilities and grounds on terms and conditions that the Governing Board deems proper;

**WHEREAS**, District Board Policy 1330 sets forth the District’s policy for allowing the use of its facilities and grounds as civic centers, but provides that the District retains the sole discretion to determine which of its facilities and grounds shall be available to use;

**WHEREAS**, on March 4, 2020, the Governor proclaimed a state of emergency in California as a result of the COVID-19 pandemic;

**WHEREAS**, on March 13, 2020, as a result of the COVID-19 pandemic, the Board authorized the emergency closure of all District schools and authorized the Superintendent to take any and all actions to ensure the continuation of public education and to preserve the health and safety of the District’s students and staff;

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 directing all Californians to heed the State public health directive, which ordered all individuals living in California to stay at home, except to maintain continuity of operations of the federal critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians;

**WHEREAS**, some County Health Officers have issued more restrictive shelter in place orders;

**WHEREAS**, in order to ensure the continuation of public education and to preserve the health and safety of the District’s students and staff, the Governing Board deems it to be in the best interests of the District to suspend the use of its school facilities and grounds under the Civic Center Act.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. That the above recitals are true and correct.
2. The District suspends the use of its facilities and grounds under the Civic Center Act until further notice and such time that the State and County stay at home orders are modified or rescinded in order to protect the health and safety of its students and staff.

3. That the Board delegates to the Superintendent, and/or his designee(s), authority to take all administrative actions and execute all other documents reasonably necessary to carry out the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board for the \_\_\_\_\_ School District this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

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

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

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

ABSTAINED: \_\_\_\_\_

I, \_\_\_\_\_, President of the Governing Board for the \_\_\_\_\_ School District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a specially scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

\_\_\_\_\_  
President of the Governing Board

I, \_\_\_\_\_, Clerk of the Governing Board for the \_\_\_\_\_ School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the \_\_\_\_\_ School District this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of the Governing Board



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

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

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Approval of 45-Day Revision to 2020-21 District Budget**  
DATE: July 30, 2020

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**Background:**

Education Code Section 42127(h) specifies that not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.

The Governor signed the 2020-21 State Budget Act on June 29, 2020, which unlike prior years, included material changes to proposed funding levels. The 45-day period ends August 13, 2020.

In accordance with this Code, any necessary budget revisions need only be made available for public review. The District will meet this requirement by posting the attached schedule of changes to revenue on the District's website.

**Fiscal Impact:**

The general fund balance will increase by \$6,697,242 as indicated in the attached table.

**Recommendation:**

It is recommended that the Board of Trustees approves the 45-day budget revision for fiscal year 2020-21.



### Proposed 45-Day Budget Revision

2020-21 Budget	Adopted Budget			45-Day Revision			Difference		
	UNRESTRICTED	RESTRICTED	TOTAL	UNRESTRICTED	RESTRICTED	TOTAL	UNRESTRICTED	RESTRICTED	TOTAL
<b>GENERAL FUND</b>									
<b>REVENUES</b>									
LCFF	\$49,559,023	\$ -	\$ 49,559,023	\$53,447,847	\$ -	\$ 53,447,847	\$3,888,824	\$ -	\$ 3,888,824
Federal Revenue	\$0	\$2,255,065	\$2,255,065	\$0	\$ 4,664,299	\$ 4,664,299	\$0	\$2,409,234	\$2,409,234
Other State Revenue	\$1,168,862	\$3,393,574	\$4,562,436	\$1,141,203	\$ 3,820,417	\$ 4,961,620	(\$27,659)	\$426,843	\$399,184
Other Local Revenue	\$540,867	\$4,750,436	\$5,291,303	\$540,867	\$ 4,750,436	\$ 5,291,303	\$0	\$0	\$0
Other Financing Sources: Transfers In	\$0	\$250,000	\$250,000	\$0	\$250,000	\$250,000	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$51,268,752</b>	<b>\$ 10,649,075</b>	<b>\$61,917,827</b>	<b>\$55,129,917</b>	<b>\$ 13,485,152</b>	<b>\$68,615,069</b>	<b>\$3,861,165</b>	<b>\$ 2,836,077</b>	<b>\$6,697,242</b>
<b>EXPENDITURES</b>									
Certificated Salaries	\$25,131,533	\$5,292,773	\$30,424,306	\$25,131,533	\$5,292,773	\$30,424,306	\$0	\$0	\$0
Classified Salaries	\$6,053,087	\$3,714,598	\$9,767,685	\$6,053,087	\$3,714,598	\$9,767,685	\$0	\$0	\$0
Employee Benefits	\$10,292,783	\$5,910,014	\$16,202,797	\$10,292,783	\$5,910,014	\$16,202,797	\$0	\$0	\$0
Books & Supplies	\$1,474,522	\$946,889	\$2,421,411	\$1,474,522	\$946,889	\$2,421,411	\$0	\$0	\$0
Services & Other Operating Expenses	\$2,029,436	\$2,567,196	\$4,596,632	\$2,029,436	\$2,567,196	\$4,596,632	\$0	\$0	\$0
Capital Outlay	\$176,654	\$48,000	\$224,654	\$176,654	\$48,000	\$224,654	\$0	\$0	\$0
Other Outgo (Excl Transfers of Indirect Costs)	\$86,891	\$806,041	\$892,932	\$86,891	\$806,041	\$892,932	\$0	\$0	\$0
Other Outgo Transfers of Indirect Costs	(\$229,921)	\$120,320	(\$109,601)	(\$229,921)	\$120,320	(\$109,601)	\$0	\$0	\$0
Transfers Out	\$182,770	\$0	\$182,770	\$182,770	\$0	\$182,770	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$45,197,755</b>	<b>\$19,405,831</b>	<b>\$64,603,586</b>	<b>\$45,197,755</b>	<b>\$19,405,831</b>	<b>\$64,603,586</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$6,070,997</b>	<b>(\$8,756,756)</b>	<b>(\$2,685,759)</b>	<b>\$9,932,162</b>	<b>(\$5,920,679)</b>	<b>\$4,011,483</b>	<b>\$3,861,165</b>	<b>\$2,836,077</b>	<b>\$6,697,242</b>

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

Videoconference via Zoom

**June 25, 2020**

Meeting Link: [https://zoom.us/webinar/register/WN\\_8JAiZLGMROXBi42iBmRRQ](https://zoom.us/webinar/register/WN_8JAiZLGMROXBi42iBmRRQ)

**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. Collins

Vote: 5-0

Mrs. Schultz led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

**STAFF REPORTS AND PRESENTATIONS**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton shared some background information unique to this budget cycle, noting the potential need to come back to the Board with a revised budget shortly based on the State's budget. She shared the District's mission statement, followed by an overview of the State economy. She noted the impact of the pandemic on the U.S. economy and State budget. She shared the Governor's May Revise and the latest State Budget discussions. Following this, Mr. Guerra reviewed the assumptions the budget for 2020-21 is based upon, including the May Revise, Average Daily Attendance and our unduplicated count. He also shared General Fund Revenues and

BUDGET UPDATE  
(ORAL AND  
WRITTEN)

Expenses based upon the May Revise. Mr. Guerra also shared multi-year projects. In closing, Mrs. Fullerton noted that COVID-19 is the current uncertainty including the length and depth of the recession, revenue uncertainty, costs associated with COVID-19 response and preparedness, enrollment impacts and additional uncertainty inherent in multi-year projects. She shared next steps including major budget revisions necessary after the State budget adoption on July 1, July 15 tax deadline and possible August or fall revision to the State budget. In addition, there will be typical year-end close revisions at Unaudited Actuals and First Interim revisions in December with updated student enrollment and staffing.

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, and Director, Educational Services, Dr. Jerry Gargus, provided a review for the Board of Trustees of the COVID-19 Operations Written Report for the Fountain Valley School District. Dr. McLaughlin began by providing a review of the Local Control Accountability Plan (LCAP), Executive Order N-56-20 to provide a COVID-19 Operations Written Report and the new timeline for LCAP adoption replaced by the 2020-21 Learning Continuity and Attendance Plan. He reviewed the depth and breadth of communication during school dismissal as a result of COVID-19. Following this, he shared more detail regarding Executive Order N-56-20 and the requirements therein. Moreover, he shared a summary of the COVID-19 Operations Written Report including: overview of changes to program offerings; meetings the needs of English Learners, Foster Youth and, Low-income Students; high quality Distance Learning opportunities, providing meals while maintaining social distancing, and supervision of students during ordinary school hours. Following this, he shared next steps including the 2020-21 Learning Continuity and Attendance Plan presentation to the Board in September 2020.

COVID-19  
OPERATIONS  
WRITTEN REPORT  
REVIEW (ORAL AND  
WRITTEN)

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Crandall congratulated our promoting eighth graders on their outstanding accomplishments. Her activities since the last meeting included: Plavan reverse parade, Green Valley parade for 5<sup>th</sup> grade and 8<sup>th</sup> grade promoting students along with high school seniors, viewing of middle school student recognition videos, OCSBA overview of the State budget webinar, OCDE panel on schools reopening in Orange County webinar, Truth in Accounting by Mercatus Institute webinar, and Dr. Art McCoy's webinar on the role of education as it relates to conversations regarding race.

Mrs. Schultz thanked staff for their reports this evening, noting her appreciation that staff made this information accessible for us all. She also noted the need to take precautions when going out given the need to protect ourselves and others around us.

Mr. Collins expressed his appreciation as his last grandson promoted from Fulton. His activities since the last meeting included: Gisler’s reverse parade. He noted as well the need to wear masks when out, in addition to social distancing.

Mr. Cunneen’s activities since the last meeting included: OCDE panel on schools reopening in Orange County webinar. He thanked Dr. Johnson, our leadership team here at our schools and our certificated and classified staff as they closed out our schools for the summer, noting his hopes that this is a wonderful summer for all.

Mrs. Galindo’s activities since the last meeting included: Plavan reverse parade, OCDE panel on schools reopening in Orange County webinar. She thanked her fellow Trustees for their service this month.

**PUBLIC HEARINGS**

There were no requests to address the Board of Trustees and so the Public Hearing was closed.

PUBLIC HEARING  
FOR 2020-21 BUDGET

**PUBLIC COMMENTS**

There was one request to address the Board of Trustees. A parent addressed the Board regarding the need for students to wear masks when returning to school in the fall.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Motion: Mr. Collins moved to approve the COVID-19 Operations Written Report for Fountain Valley School District

Second: Mrs. Crandall

Vote: 5-0

APPROVAL OF  
THE COVID-19  
OPERATIONS  
WRITTEN REPORT  
FOR FOUNTAIN  
VALLEY SCHOOL  
DISTRICT

- |         |   |   |
|---------|---|---|
| Motion: | Mrs. Schultz moved to approve the 2020-21 District Budget | APPROVAL OF<br>2020-21 DISTRICT<br>BUDGET |
| Second: | Mr. Cunneen   |   |
| Vote:   | 5-0   |   |
| Motion: | Mrs. Crandall moved to approve the Consent Calendar.      | CONSENT<br>CALENDAR                       |
| Second: | Mr. Collins   |   |
| Vote:   | 5-0   |   |

The Consent Calendar included:

- Board Meeting Minutes from June 11<sup>th</sup> regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Approve the Five-Year Service Agreement with Hoonuit To Provide Community Demographic Analysis and Enrollment Projections Not to Exceed \$34,675.00 Over the Period of The Agreement
- Williams Uniform Complaint Quarterly Report (Quarter #4: April 1 – June 30, 2020)
- Approve the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.
- Children and Families Commission of Orange County Contract, Resolution 2020-21 Authorizing Contract and Signature
- Approve Amendment to The Architectural Scope Agreement with Rachlin Partners for Cox Elementary School
- Approve Amendment to The Architectural Scope Agreement with Rachlin Partners for Fulton Middle School
- Approve Amendment to The Architectural Scope Agreement with Rachlin Partners for Tamura Elementary School
- Independent Contract for Behavior Solutions
- Bio-Acoustical Corporation
- Care Solace

- Language Network
- Approval of Single Year with Annual Renewal Contract Between Fountain Valley School District and Mind Research Institute to Provide ST Math to The District’s Eight Schools
- Memorandum of Understanding Between Fountain Valley School District and California School Employees Association and Its Chapter 358
- Award Bid #20-05 Modular Buildings Sitework Only (Tamura Elementary School)
- Approve The 2020-2021 Network Support Services Agreement # 50012 With the Orange County Department of Education in The Amount Of \$4,600.00
- Approve Scope Amendment 1 To the Architectural Service Agreement with Rachlin Partners for Gisler Elementary School
- Approve Scope Amendment 1 To the Architectural Service Agreement with Rachlin Partners for Talbert Middle School
- Approve Change Order #3 For the Fulton Middle School Measure O HVAC And Modernization Project
- Approval of Orange County Department of Education Powerschool Contracts (Formerly Known as Sungard)
- Approve Three Year Agreement for Professional Services with Atkinson, Andelson, Loya, Ruud & Romo
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Del Sol School	N/A	3/16/20-6/30/20
Olive Crest Academy – Garden Grove	N/A	3/16/20-6/30/20
Olive Crest Academy – Orange	N/A	3/16/20-6/30/20
Blind Children’s Learning Center	N/A	3/13/20-6/30/20
Mardan School	N/A	3/16/20-6/30/20
Mardan School	\$1,190	3/16/20-6/30/20
Hiddleson Listening, Lang, & Spch Cntr.	\$1,500	5/22/20-6/30/20
Kimberly J. Hiddleson dba: Hiddleson Listening, Lang, & Spch Cntr.	N/A	7/1/20-6/30/21
Kimberly J. Hiddleson dba: Hiddleson Listening, Lang, & Spch Cntr.	\$6,300	7/1/20-6/30/21
Mardan School	N/A	7/1/20-6/30/21
Mardan School	\$41,356	7/1/20-6/30/21
Olive Crest Academy	N/A	7/1/20-6/30/21
Olive Crest Academy	\$47,542	7/1/20-6/30/21
Logan River Academy, LLC	N/A	7/1/20-6/30/21
Logan River Academy, LLC	\$140,635.68	7/1/20-6/30/21

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson            Applauded Dr. McLaughlin and Dr. Gargus for their presentation this evening, the efforts of everyone involved in getting this up and running and

their commitment to improving week after week. In addition, he commended Mrs. Fullerton and Mr. Guerra for their preparations regarding the budget. He noted the need to pivot significantly since the May Revise and the drastically short timeline for response. In addition, he emphasized that the small relief shared is for the present only. Moreover, he noted that every meeting we will discuss reopening schools safely this fall. He noted that given the great amount of studying to date, only last week we received our local guidance. We are grateful to have this guidance, the OCDE guidance written with approval of OCHCA and the guidance of CDPH. He noted as well, as spoken to this evening, the need to watch hospitalizations. He reiterated our goal to get our students back in class in a traditional fashion, safely. He noted that if we cannot get there, the need for a blended model to allow our students to be on campus together in small groups, although our goal again is to return in a traditional format. Moreover, he shared the interest amongst 22% of our families to remain in distance learning and the current efforts to increase the rigor and further develop this program. He highlighted the work of the Reopening Schools Advisory, 55 stakeholders committed to researching the best model for our District going forward. He noted as well the need to survey our families again over the summer. Moreover, he noted regarding face coverings and the discussions going both ways. He expressed as well the need for normalcy, as much as possible. He noted that the Advisory will continue their work, with communications to families continuing to go out, with the next communication out no later than Monday. In closing, he shared his excitement that we are opening preschools and daycare on Monday, commending Mrs. Green for her efforts, along with Dr. McLaughlin. He also highlighted the continued learning opportunities for students releasing July 6<sup>th</sup> to all families. He explained that this optional, digital learning provides a reviewing for students, while August 10<sup>th</sup> will see the release of jump start curriculum for students to prepare for the fall. He expressed his appreciation of our tech team and business office for providing continuous support of technology for families. In closing, he reiterated the target of sharing plans for the fall with families in early August, with principals returning August 6<sup>th</sup>. He noted again the continued communication that will go out to parents over the summer to provide a transparent process for our families.

## **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:** Mr. Collins moved to adjourn the meeting at 8:30PM.

**Second:** Mrs. Schultz

**Vote:** 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**August 6, 2020**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEE:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.1.1 Blankenship, Marilyn	Transitional Kindergarten	Gisler	06/19/2020

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED SCHOOL CALENDAR AND MODIFIED DAY CALENDAR FOR THE 2020-2021 SCHOOL YEAR (see attachments).

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
August 6, 2020**

**2.0 EMPLOYMENT FUNCTIONS**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Jones, Brian	Fulton	Head Custodian	EFMLA/EPSLA	06/23/2020
2.1.2	Zavala, Talisa	District Office	Administrative Assistant	Maternity	08/16/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Godshall, Beverly	Cox/Cox ESP	IA & ESP Assistant	06/18/2020
2.2.2	Covington, Tiffany	Gisler ESP	ESP Coordinator	06/18/2020
2.2.3	Landau, Deborah	Oka	IA Mild/Moderate	06/18/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Brown, Rebecca	Cox	ESP INSTRUCTOR	06/18/2020
2.3.2	White, Charlotte	Newland	Library/Media Technician	06/18/2020
2.3.3	Walker, Brooke	Oka	Preschool Assistant	06/18/2020

2.4 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2020 SUMMER CAMP CLASSIFIED EMPLOYEE TO WORK AS HEALTH ASSISTANT:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.4.1	Freeman, Sharai	Plavan	6/29 – 8/21

2.5 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2020 SUMMER SCHOOL CLASSIFIED EMPLOYEE TO WORK AS A LICENCED VOCATIONAL NURSE.

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.5.1	Burbage, Heather	Virtual	6/23-7/23

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

August 6, 2020

**EDUCATIONAL SERVICES**

**3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	MANNING, Wesley (Fulton)	District Counselor TUPE	\$3,000 stipend	01-025-9961-1255	2020/2021 school year

**FOUNTAIN VALLEY SCHOOL DISTRICT  
REVISED 2020-2021 SCHOOL YEAR CALENDAR**

*Revised: 08/06/20*

AUGUST	17-31	1 DAY TEACHER PRE-SERVICE
SEPTEMBER	3-Thursday 7- Monday 8- Tuesday <b>9- Wednesday</b> TBD TBD	STAFF DEVELOPMENT #1 LABOR DAY HOLIDAY TEACHER PRE-SERVICE <b>FIRST DAY OF SCHOOL</b> BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	2-Friday 16-Friday 26-30	STAFF DEVELOPMENT #2 MID TRIMESTER PARENT CONFERENCES Days (Virtual/Modified Days)
NOVEMBER	6-Friday 11-Wednesday 23-27	STAFF DEVELOPMENT #3 VETERANS DAY OBSERVED THANKSGIVING RECESS
<b>END OF FIRST TRIMESTER 56 DAYS-DECEMBER 4</b>		
DECEMBER	21-31	WINTER RECESS
JANUARY	1-Friday 4-Monday 18-Monday 29-Friday	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY MID TRIMESTER
FEBRUARY	8-Monday 15-Monday 17-19	LINCOLN'S BIRTHDAY HOLIDAY PRESIDENTS' DAY HOLIDAY PARENT CONFERENCES (Modified Days)
MARCH	TBD	6-8 OPEN HOUSE
<b>END OF SECOND TRIMESTER 61 DAYS- MARCH 19</b>		
APRIL	TBD 5-9	TK-5 OPEN HOUSE SPRING RECESS
MAY	7-Friday 31- Monday	MID TRIMESTER MEMORIAL DAY HOLIDAY
JUNE	1-Tuesday 21-24 24-Thursday	FVEA CONTRACTURAL OBLIGATION (Modified day) MODIFIED DAYS LAST DAY OF SCHOOL

**END OF THIRD TRIMESTER 63 DAYS-JUNE 24**

**DAYS OF INSTRUCTION – 180**

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

Board Approved: \_\_\_\_\_

PERSONNEL

TO: ALL CERTIFICATED EMPLOYEES  
 FROM: Cathie Abdel, Assistant Superintendent, Personnel  
 SUBJECT: **REVISED 2020-2021 Calendar of Modified Days**  
 DATE: July 29, 2020

Please be advised of the following designations for modified day for the **2020-2021** School Year.

**September**

3 Staff Development #1  
 14 Teacher Planning  
 21 Site Planning  
 28 Teacher Planning  
 TBD Back-to-School TK-5  
 TBD Back-to-School 6-8

**February**

1 Site Planning  
 17-19 Parent Conference  
 22 Teacher Planning

**October**

5 Teacher Planning  
 12 Site Planning/Special Ed  
 19 Teacher Planning  
 26-30 Parent Conference (Virtual Model)

**March**

1 Site Planning  
 8 Teacher Planning  
 15 Report Card Prep TK-8  
 22 Site Planning  
 29 Teacher Planning  
 TBD Open House 6-8/Teacher Planning TK-5

**November**

2 Site Planning  
 9 Teacher Planning  
 16 Site Planning  
 30 Report Card Prep 6-8/Teacher Planning TK- 5

**April**

12 Teacher Planning  
 19 Site Planning  
 26 Teacher Planning  
 TBD Open House TK-5/Teacher Planning 6-8

**December**

7 Site Planning  
 14 Report Card Prep TK-5/Teacher Planning 6-8

**May**

3 Teacher Planning  
 10 Site Planning  
 17 Teacher Planning  
 24 Site Planning

**January**

4 Site Planning  
 11 Teacher Planning/Special Ed  
 25 Teacher Planning

**June**

1 FVEA Association Modified Day  
 7 Site Planning  
 14 Report Card Prep TK-8/Teacher Planning  
 21-24 Teacher Planning

**Teacher Planning**

Teacher remains on campus for the purpose of lesson planning, classroom management duties, progress/report card preparation, etc. Grade level and/or department meetings may be held when necessary.

**Site Planning**

Principal/District staff development or site meetings.

**Week of December 7<sup>th</sup>** Send Report Cards 6-8  
**Week of December 14<sup>th</sup>** Send Report Cards TK-5  
**Week of February 8<sup>th</sup>** Progress Reports  
**Week of March 22<sup>nd</sup>** Send Report Cards 6-8  
**Week of March 29<sup>th</sup>** Send Report Cards TK-5  
**Week of May 17<sup>th</sup>** Progress Reports  
**June 24<sup>th</sup>** Send Report Cards TK-8

\*In the event of the need to transition from a Virtual/Remote Learning model, site administrators may use a teacher planning to support the transition to in-person learning.

Board Approved: \_\_\_\_\_

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: 8/6/2020**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>FULTON</b>			
	Fulton PTA	\$1,206.23	Choir Elective
<b>TALBERT</b>			
	Edison International	\$30.00	Site Instruction
	6th gr. Parents	\$85.00	6th gr. STEM Field Trips
<b>TAMURA</b>			
	Allison Van Voy, Nicole Golf, Sara Christie (\$65 ea)	\$195.00	Teacher's College

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING AUG 06, 2020**

To: Christine Fullerton  
From: Thuong Nguyen  
Subject: Warrant Listing and ACH Payments  
Warrant Numbers: 88516 - 88818  
Dates: 6/18/2020 - 7/29/2020

Fund 01	General Fund	1,370,074.21
Fund 12	Child Development	50,845.13
Fund 13	Cafeteria	51,417.26
Fund 14	Deferred Maintenance	133,056.29
Fund 21	GOB 2016 Election	40,992.67
Fund 22	GOB 2016 Election	5,128,590.94
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	5,938.13
Fund 68	Worker Comp	80,754.08
Fund 69	Insurance	113,989.77
<b>TOTAL</b>		<b>\$ 6,975,658.48</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

FROM 06/16/2020 TO 07/29/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4295	GANAHL LUMBER COMPANY	103.31	103.31	012869390 4345	Maintenance / Maintenance Supplies
N20M4299	GRAINGER INC.	302.98	302.98	019000089 4345	COVID-19 Custodial / Maintenance Supplies
N20M4300	NORM'S REFRIGERATION & ICE EQU	165.00	165.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4372	PROFESSIONAL PLASTICS INC	3,967.19	3,967.19	019000089 4345	COVID-19 Custodial / Maintenance Supplies
N20M4373	REFRIGERATION CONTROL COMPANY	435.00	435.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
N20M4374	ECOTEK CONSULTING INC.	2,500.00	2,500.00	012869390 5860	Maintenance / Permits & Fees
N20M4375	HILLYARD / LOS ANGELES	577.04	577.04	019000089 4340	COVID-19 Custodial / Custodial Supplies
N20M4388	CHAPMAN COAST ROOF CO INC.	406,000.00	406,000.00	012839390 6217	Maintenance - Cap Facilities / Roof Building Improvement
N20M4391	TIME AND ALARM SYSTEMS INC.	427.00	427.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
N20R1637	ORANGE COUNTY DEPARTMENT OF ED	1,500.00	1,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R1639	ORANGE COUNTY DEPARTMENT OF ED	32,400.00	32,400.00	010050070 5899	Induction Program / Other Operating Expenses
N20R1641	ATKINSON ANDELSON LOYA RUDD &	36.00	36.00	012719380 5210	Business Department / Travel, Conference, Workshop
N20R1642	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010014747 5210	Sch Site Instr - Courreges / Travel, Conference, Workshop
N20R1643	GOVERNMENT FINANCIAL STRATEGIE	350.00	350.00	012719380 5813	Business Department / Consultant
N20R1644	LEE & ASSOCIATES	12,309.55	12,309.55	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
N20R1649	T-MOBILE USA INC	1,200.00	1,200.00	012109078 5829	Tech/Media Office Operation / STUDENT SCHOLARSHIPS
N20R1650	SOUTHWEST SCHOOL AND OFFICE SU	46.36	46.36	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
N20R1653	RALPHS GROCERY COMPANY	474.00	474.00	012719385 4325	Purchasing / Office Supplies
N20R1654	ORANGE COUNTY REGISTER	242.08	242.08	012849380 5825	Fiscal Services / Advertising
N20R1659	HARBOTTLE LAW GROUP APC	660.00	660.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
N20R1660	ORANGE COUNTY DEPARTMENT OF ED	1,533.34	1,533.34	016158155 5813	7140 Gifted & Talented - Instr / Consultant
P20M4001	ADVANTAGE WEST INVESTMENT ENTE	5,000.00	5,000.00	012889390 4340	Custodial / Custodial Supplies
P20M4002	ALAN'S LAWNMOWER & GARDEN CENT	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
P20M4003	ALLIED REFRIGERATION INC.	1,000.00	1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4004	BUS WEST	31,000.00	25,500.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			5,500.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
P20M4005	CALIFORNIA PEST MANAGEMENT	18,000.00	5,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			10,000.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
P20M4006	CHEVRON AND TEXACO	5,000.00	5,000.00	012869390 5560	Maintenance / Fuel
P20M4007	CLARK SECURITY PRODUCTS INC.	3,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4008	DUNN-EDWARDS CORPORATION	3,500.00	2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,000.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

FROM 06/16/2020 TO 07/29/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4009	EREPLACEMENTPARTS.COM LLC	250.00	250.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4010	EBERHARD EQUIPMENT	250.00	250.00	012869390 4343	Maintenance / Gardening Supplies
P20M4011	ENTHALPY ANALYTICAL INC.	700.00	700.00	012869390 5899	Maintenance / Other Operating Expenses
P20M4012	EWING AND COMPANY	5,000.00	5,000.00	012899390 4343	Gardening / Gardening Supplies
P20M4013	GRAINGER INC.	11,750.00	10,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
			250.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
P20M4014	HARBOR WHOLESALE ELECTRIC	2,500.00	2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4015	HOME DEPOT	11,500.00	7,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
			2,500.00	012899390 4343	Gardening / Gardening Supplies
P20M4016	JOHNSON CONTROLS	1,232.00	616.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			616.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
P20M4017	JOHNSON CONTROLS	6,000.00	5,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
P20M4018	MCKINLEY ELEVATOR CORP	3,000.00	3,000.00	012869390 5899	Maintenance / Other Operating Expenses
P20M4019	MCMaster CARR SUPPLY CO	6,750.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
			250.00	012899390 4343	Gardening / Gardening Supplies
P20M4020	NAPA AUTO PARTS	5,750.00	2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			1,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
P20M4022	PARKHOUSE TIRE INC.	11,000.00	1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			8,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			2,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
P20M4024	PRO PACIFIC BEE REMOVAL	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4025	RAINBOW ENVIRONMENTAL SERVICES	1,500.00	1,500.00	012899390 4343	Gardening / Gardening Supplies
P20M4026	RESOURCE BUILDING MATERIALS	3,000.00	3,000.00	012899390 4343	Gardening / Gardening Supplies
P20M4027	SAFETY-KLEEN CORP	1,850.00	750.00	012869390 5540	Maintenance / Waste Disposal
			1,100.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
P20M4028	EQUIPMENT DEPOT INC	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4029	SMARDEN SUPPLY COMPANY	11,000.00	11,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4030	SMOKE GUARD CALIFORNIA INC.	1,500.00	1,500.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &

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P20M4031	STAPLES	1,000.00	1,000.00	012869390 4325	Maintenance / Office Supplies
P20M4032	TERRYS TESTING INC.	1,000.00	1,000.00	012869390 5860	Maintenance / Permits & Fees
P20M4033	TERRYS TESTING INC.	750.00	750.00	012869390 5860	Maintenance / Permits & Fees
P20M4034	THURSTON ELEVATOR CONCEPTS INC	3,500.00	3,500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
P20M4035	TRUCPARCO	5,000.00	5,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
P20M4036	RAMIREZ, JUAN CARLOS	8,160.00	2,430.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			4,230.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
			1,500.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs & Mai
P20M4037	TOXGUARD	634.36	317.18	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			317.18	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
P20M4038	SURPLUS TWO WAY RADIOS	7,500.00	7,500.00	012869390 5910	Maintenance / Communications - Telephones
P20M4039	ENGIE SERVICES U.S. INC	1,307.00	1,307.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4040	RAINBOW ENVIRONMENTAL SERVICES	60,000.00	60,000.00	012869390 5570	Maintenance / Sanitation Fees
P20M4051	ECOTEK CONSULTING INC.	4,500.00	4,500.00	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
P20M4052	OMEGA FIRE INC	13,057.34	11,355.34	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,702.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
P20M4053	OLDCASTLE PRECAST INC.	1,059.30	1,059.30	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4054	GRUETT TREE COMPANY INC	425.00	425.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4055	DAVE BANG ASSOCIATES	2,411.33	2,411.33	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4056	OMEGA FIRE INC	822.15	822.15	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4057	SOCAL FILTERS AND SERVICE INC	6,551.84	6,551.84	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4058	UNITED RENTALS	666.47	666.47	012869390 5610	Maintenance / Outside Services - Rentals
P20M4101	KYA SERVICES LLC	12,974.43	12,974.43	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20R0001	PERSONNEL COMMISSIONERS ASSOC	100.00	100.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
P20R0002	CROWN CARTON COMPANY	1,200.17	1,200.17	019000000 5899	COVID-19 Instructional / Other Operating Expenses
P20R0017	RAPTOR TECHNOLOGIES LLC	6,215.00	6,215.00	010050080 5826	Site Safety / Licensing/Software,Maint/Supp
P20R0022	CDWG	508,575.00	508,575.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0023	AWARDS & TROPHIES	1,500.00	1,500.00	012719470 5828	Personnel Department / Staff Recognition
P20R0025	PROCARE WORK INJURY CENTER	2,000.00	2,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
P20R0026	E3 DIAGNOSTICS	1,718.00	1,718.00	012739963 5645	Medi-Cal Billing-Health Serv. / Outside Srvs-Repairs & Maint
P20R0027	STATE OF CA DEPT OF JUSTICE	5,000.00	5,000.00	012719470 5823	Personnel Department / Fingerprinting
P20R0028	MEDIC FIRST AID INTERNATIONAL	303.26	303.26	012929771 2223	First Aide - Bus Drivers / Additional Duty-Transportation
P20R0030	SEARCH INSTITUTE	199.00	199.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop

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P20R0033	CALIFORNIA ASSOCIATION FOR THE	95.00	95.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop
P20R0034	PROJECT LEAD THE WAY INC	950.00	950.00	015004975 4310	Robotics-Masuda / Instructional Supplies
P20R0035	KOCE-TV FOUNDATION	1,426.25	1,426.25	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
P20R0036	APPLE COMPUTER ORDER DEPARTMEN	20.66	20.66	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0037	KEENAN & ASSOCIATES	432,712.00	432,712.00	012849380 5450	Fiscal Services / Other Insurance
P20R0038	ORANGE COUNTY REGISTER	540.76	540.76	012849380 4325	Fiscal Services / Office Supplies
P20R0039	SOUTHWEST SCHOOL AND OFFICE SU	1,044.00	1,044.00	019000061 4327	COVID-19 Health Serv / Health Supplies
P20R0040	AMAZON.COM LLC	347.11	347.11	019000061 4327	COVID-19 Health Serv / Health Supplies
P20R0041	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R0042	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R0043	SOUTHWEST SCHOOL AND OFFICE SU	1,200.00	1,200.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
P20R0045	EAGLE SOFTWARE INC.	29,388.00	7,347.00	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			22,041.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0046	SNAPWIZ INC	24,320.00	24,320.00	010250055 5826	Title IV-Std Supt& Acd Enrch / Licensing/Software,Maint/Supp
P20R0047	ILLUMINATE EDUCATION INC.	29,262.00	7,315.50	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			21,946.50	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0049	DAVID DOBBS ENTERPRISES INC	130,387.50	130,387.50	019000000 4310	COVID-19 Instructional / Instructional Supplies
P20R0055	OCCUPATIONAL HEALTH CENTERS OF	5,530.00	5,530.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
P20R0057	CALSTRS	18,000.00	18,000.00	010059470 3901	Contractual Obligation - Cert / OTHER
P20R0058	SCHOOL SERVICES OF CALIFORNIA	4,700.00	4,700.00	012849380 5813	Fiscal Services / Consultant
P20R0059	HOONUIT 1 LLC	6,935.00	6,935.00	012719380 5813	Business Department / Consultant
P20R0061	DLT SOLUTIONS LLC	795.45	795.45	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0064	CDWG	28,655.63	28,655.63	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0065	CDWG	674.25	674.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R0066	CDWG	98,457.94	98,271.94	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			186.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0067	CASBO	2,000.00	2,000.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
P20R0068	ORANGE COUNTY DEPARTMENT OF ED	2,450.00	2,450.00	010055475 5210	State Standards-H/SS / Travel, Conference, Workshop
P20R0069	E.G.BRENNAN & CO.	275.00	275.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
P20R0070	BEHAVIOR SOLUTIONS INC.	7,000.00	7,000.00	015709861 5813	Federal Mental Health-Psych / Consultant
P20R0071	LANGUAGE NETWORK INC	2,000.00	2,000.00	012509861 5813	Interpreter Aide / Consultant
P20R0072	BIO-ACOUSTICAL ENGINEERING COR	17,500.00	17,500.00	012739962 5813	Medi-Cal Billing-Nurses / Consultant
P20R0073	ADDICTION TREATMENT TECHNOLOGI	9,808.00	9,808.00	011279861 5813	School Climate-Elementary / Consultant

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P20R0075	SOUTHWEST SCHOOL AND OFFICE SU	75.00	75.00	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
P20R0076	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	015999860 4325	Special Ed - Administration / Office Supplies
P20R0077	PARADIGM HEALTHCARE SERVICES	13,500.00	13,500.00	012289961 5813	MAA - Administration / Consultant
P20R0079	CDWG	10,080.04	10,080.04	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0081	SECURLY INC	7,865.00	7,865.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0082	BORDERLAN INC	125,441.57	99,787.44	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
			25,654.13	012109078 6410	Tech/Media Office Operation / Equipment-Furniture/Computers
P20R0083	SCHOOL SPECIALTY INC	33,567.30	33,567.30	015005675 4310	Intervention - Special Ed / Instructional Supplies
P20R0084	VOYAGER SOPRIS LEARNING INC	4,922.63	4,922.63	011235675 4220	State Standards Discrt-READING / Unadopted Textbooks Ref
P20R0085	LEARNING A-Z	3,949.03	3,949.03	012289963 5826	MAA - Instructional / Licensing/Software,Maint/Supp
P20R0086	THE CHURCH OF JESUS CHRIST OF	300,240.00	300,240.00	018709380 5640	Facilities Leases / Outside Services - Leases
P20R0088	PARADIGM HEALTHCARE SERVICES	40,000.00	40,000.00	012299962 5813	Medi-Cal Billing-Consultant / Consultant
P20R0089	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
P20R0090	ACSA FOUNDATION FOR	1,857.40	1,857.40	012719165 5390	Superintendent / Dues and Membership Non Taxabl
P20R0091	CALIFORNIA SCHOOL BOARDS ASSOC	3,125.00	3,125.00	012719165 4325	Superintendent / Office Supplies
P20R0092	CALIFORNIA SCHOOL BOARDS ASSOC	14,370.00	14,370.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
P20R0093	OCSBA	250.00	250.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
P20R0094	RALPHS GROCERY COMPANY	700.00	700.00	012719165 4325	Superintendent / Office Supplies
P20R0095	SCHOOL LOOP INC.	25,473.60	6,368.40	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			19,105.20	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0097	SITEIMPROVE INC	6,575.00	1,643.75	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			4,931.25	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0098	EDLIO INC.	10,080.00	2,520.00	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			7,560.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0099	STUTTERING THERAPY RESOURCES I	172.69	172.69	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
P20R0100	DOCUMENT TRACKING SERVICES	2,750.00	687.50	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			2,062.50	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0101	HOUGHTON MIFFLIN HARCOURT	5,500.00	1,375.00	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			4,125.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0102	LEVEL 27 MEDIA	41.33	41.33	012849470 4325	Payroll Fiscal Services / Office Supplies
P20R0105	ATKINSON ANDELSON LOYA RUDD &	596.00	596.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
P20R0106	LENOVO (UNITED STATES) INC.	5,239.75	5,239.75	019000078 4411	COVID-19 Technology / Equip-Electives \$500-\$5000
P20R0108	TITAN HEALTH & SECURITY TECHNO	11,504.66	11,504.66	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup

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P20R0109	SNA	299.00	299.00	019007381 5210	COVID-19 Food Services / Travel, Conference, Workshop
P20R0110	AMAZON.COM LLC	130.47	130.47	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R0111	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012658155 4325	Assessment and Accountability / Office Supplies
P20R0112	STAPLES	1,000.00	1,000.00	012658155 4325	Assessment and Accountability / Office Supplies
P20R0113	LEVEL 27 MEDIA	500.00	500.00	012658155 5899	Assessment and Accountability / Other Operating Expenses
P20R0114	HEARTLAND PAYMENT SYSTEMS	3,975.00	3,975.00	013020081 4410	CARES-ESSER Food Services / Fixed Assets \$500-\$5000
P20R0116	SCHOOL EMPLOYERS ASSOCIATION	1,565.00	1,565.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
P20R0117	CETPA	860.00	860.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
P20R0118	IXL LEARNING INC.	117,000.00	28,937.50	010458155 5825	Pupil Achievement-Assessment / Advertising
			312.50	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			87,750.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0119	EDUCATIONAL MANAGEMENT SOLUTIO	895.00	895.00	012819771 5813	Personnel Commission / Consultant
P20R0120	STAPLES	54.40	54.40	012109078 4325	Tech/Media Office Operation / Office Supplies
P20R0121	CHIDESTER, MARGARET A.	7,500.00	7,500.00	012159470 5830	Personnel - Legal Services / Legal Fees
P20S8000	XEROX CORPORATION C/O SOCAL OF	1,196.25	1,196.25	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8001	SPICERS PAPER INC	6,118.28	6,118.28	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8002	ADVANTAGE WEST INVESTMENT ENTE	536.68	536.68	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>2,912,571.13</b>	<b>2,909,321.13</b>		

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N20R1651	ORANGE COUNTY DEPARTMENT OF ED	161.63	161.63	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
P20M4023	POWER PLUS	300.00	300.00	120336098 4325	Extended School Administration / Office Supplies
P20M4082	PRO-FAB CONSTRUCTION INC	57,650.00	57,650.00	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
P20R0078	SMART & FINAL	5,437.50	5,437.50	123206398 4710	ESP Summer Camp-Food / FOOD
P20R0080	RALPHS GROCERY COMPANY	5,387.50	5,387.50	123206398 4710	ESP Summer Camp-Food / FOOD
<b>Fund 12 Total:</b>		<b>68,936.63</b>	<b>68,936.63</b>		

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N20R1648	ACTION DUCT CLEANING COMPANY	2,000.00	2,000.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20M4005	CALIFORNIA PEST MANAGEMENT	18,000.00	3,000.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20M4020	NAPA AUTO PARTS	5,750.00	250.00	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
P20R0003	AMECI'S PIZZA	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0004	CHEFS' TOYS	1,500.00	1,500.00	133207380 4790	Cafeteria Fund / Food Services Supplies
P20R0005	CLEARBROOK FARMS INC	90,000.00	90,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0006	DOMINO'S PIZZA	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0007	GOLD STAR FOODS	80,000.00	80,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0008	P & R PAPER SUPPLY COMPANY	12,000.00	12,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
P20R0009	RC3 PIZZA LLC	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0010	PICK UP STIX	30,000.00	30,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0011	PREFERRED MEAL SYSTEMS INC	500,000.00	500,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0012	SAMS CLUB	1,000.00	1,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0013	SMART & FINAL	1,000.00	1,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0014	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
P20R0015	SWIFT PRODUCE	5,000.00	5,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0020	EMS LINQ INC	895.00	895.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
<b>Fund 13 Total:</b>		<b>779,145.00</b>	<b>758,645.00</b>		

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N20M4379	WEST COAST AIR CONDITIONING CO	7,204,589.00	6,554,589.00	223013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
N20M4380	WEST COAST AIR CONDITIONING CO	8,447,760.00	7,657,760.00	223013880 6220	GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bldg
N20M4381	WILLIAMS SCOTSMAN INC	10,000.00	10,000.00	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
N20M4382	WILLIAMS SCOTSMAN INC	14,000.00	14,000.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
N20M4383	NYBERG ARCHITECTS	6,506.00	6,506.00	223011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg
N20M4386	WEST COAST AIR CONDITIONING CO	25,000.00	25,000.00	223013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
N20M4387	WEST COAST AIR CONDITIONING CO	25,000.00	25,000.00	223013880 6220	GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bldg
N20M4389	STANLEY G ALEXANDER INC	38,168.97	38,168.97	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
N20M4390	HB DIGITAL ARTS & BLUEPRINT IN	152.59	152.59	223011080 5870	GOB, ELECTION 2016-Tamura / Printing & Repro Outside
N20M4392	SANDY PRINGLE ASSOCIATES	30,000.00	30,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improve
N20M4393	SANDY PRINGLE ASSOCIATES	30,000.00	30,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improve
N20R1645	DIVISION OF THE STATE ARCHITEC	48,250.00	48,250.00	223013780 6222	GOB, ELECTION 2016-Oka / Inspection Svcs Bldg Improve
P20M4076	POWER PLUS	67,044.00	67,044.00	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
P20M4077	POWER PLUS	119,108.00	119,108.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
P20M4079	PRIEST CONSTRUCTION SERVICES I	3,000.00	3,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improve
P20M4080	PRIEST CONSTRUCTION SERVICES I	3,000.00	3,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improve
P20M4083	UNITED SITE SERVICES INC	2,500.00	2,500.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
P20M4085	SANDY PRINGLE ASSOCIATES	30,000.00	30,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improve
P20M4086	SANDY PRINGLE ASSOCIATES	30,000.00	30,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improve
P20M4087	KYA SERVICES LLC	261,477.29	261,477.29	223013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
P20M4088	KYA SERVICES LLC	372,561.58	372,561.58	223013880 6210	GOB, ELECTION 2016-Talbert / Carpet Building Improvement
<b>Fund 22 Total:</b>		<b>16,768,117.43</b>	<b>15,328,117.43</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

**FROM 06/16/2020 TO 07/29/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4379	WEST COAST AIR CONDITIONING CO	7,204,589.00	650,000.00	402863190 6220	Modernization - Gisler / Architect/Engineer Fees-Bldg
N20M4380	WEST COAST AIR CONDITIONING CO	8,447,760.00	790,000.00	402863890 6220	Modernization - Talbert / Architect/Engineer Fees-Bldg
P20M4078	PRIEST CONSTRUCTION SERVICES I	3,000.00	3,000.00	403002980 6222	MS Science Bldg - Fulton / Inspection Svcs Bldg Improve
P20M4084	TIME AND ALARM SYSTEMS INC.	36,410.00	36,410.00	403002980 6299	MS Science Bldg - Fulton / Other Building & Improvement
	<b>Fund 40 Total:</b>	<b>15,691,759.00</b>	<b>1,479,410.00</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

FROM 06/16/2020 TO 07/29/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0050	OCCUPATIONAL HEALTH CENTERS OF	3,000.00	3,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
P20R0051	KEENAN & ASSOCIATES	920,000.00	920,000.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
P20R0054	OCCUPATIONAL HEALTH CENTERS OF	3,000.00	3,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
<b>Fund 68 Total:</b>		<b>926,000.00</b>	<b>926,000.00</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

FROM 06/16/2020 TO 07/29/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0016	TOTAL COMPENSATION SYSTEMS INC	3,105.00	3,105.00	695009470 5813	Insurance Health/Welfare / Consultant
P20R0052	KEENAN & ASSOCIATES	21,000.00	21,000.00	695009470 5899	Insurance Health/Welfare / Other Operating Expenses
P20R0103	P & A ADMINISTRATIVE SERVICES	214,000.00	70,000.00	695019470 3701	Insurance Health/Welfare-Retir / RETIREE
			144,000.00	695019470 3702	Insurance Health/Welfare-Retir / RETIREE
P20R0122	P & A ADMINISTRATIVE SERVICES	2,000.00	2,000.00	695009470 5813	Insurance Health/Welfare / Consultant
	<b>Fund 69 Total:</b>	<b>240,105.00</b>	<b>240,105.00</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 08/06/2020**

FROM 06/16/2020 TO 07/29/2020

<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:		21,710,535.19			

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**08/06/2020**

**FRO 06/16/2020 TO 07/29/2020**

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4005	CALIFORNIA PEST MANAGEMENT	34,359.74	+3,699.74	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
N20M4027	EQUIPMENT DEPOT INC	5,500.00	+1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20R0036	AWARDS & TROPHIES	2,367.34	+867.34	012719470 4325	Personnel Department / Office Supplies
N20R0276	CSM CONSULTING INC	14,105.00	+2,805.00	012109076 5813	E-Rate / Consultant
N20R1623	SOUTHWEST SCHOOL AND OFFICE SU	7,103.56	+1,488.25	019000061 4327	COVID-19 Health Serv / Health Supplies
<b>Fund 01 Total:</b>			<b>+10,360.33</b>		

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**08/06/2020**

**FRO 06/16/2020 TO 07/29/2020**

<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>
N20R1479	S & S WORLDWIDE	2,000.00	+317.23	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
<b>Fund 12 Total:</b>			<b>+317.23</b>		

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**08/06/2020**

**FRO 06/16/2020 TO 07/29/2020**

<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>
N20R0103	PREFERRED MEAL SYSTEMS INC	375,762.51	+15,762.51	133207380 4710	Cafeteria Fund / FOOD
<b>Fund 13 Total:</b>			<b>+15,762.51</b>		

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**08/06/2020**

**FRO 06/16/2020 TO 07/29/2020**

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4178	PRIEST CONSTRUCTION SERVICES I	47,800.00	+7,800.00	142862989 6222	Def Maint-Fulton / Inspection Svcs Bldg Improve
<b>Fund 14 Total:</b>			<b>+7,800.00</b>		

**FOUNTAIN VALLEY SD**

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

BOARD OF TRUSTEES

08/06/2020

FRO 06/16/2020 TO 07/29/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0443	RACHLIN PARTNERS INC	496,443.81	+21,356.27	223013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20R0444	RACHLIN PARTNERS INC	535,525.35	+22,622.73	223012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R0446	RACHLIN PARTNERS INC	488,445.30	+20,617.16	223011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg
N20M4098	UNITED SITE SERVICES INC	4,000.00	+1,000.00	223011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
N20M4100	WILLIAMS SCOTSMAN INC	8,500.00	+2,200.00	223012980 6299	GOB, ELECTION 2016-Fulton / Other Building &
N20M4194	SMITH-EMERY LABORATORIES	20,000.00	+3,000.00	223012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improv
N20M4339	NINYO & MOORE	17,405.00	+0.81	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improv
N20M4340	NINYO & MOORE	14,715.00	+0.60	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
N20M4344	MOBILE MODULAR	30,000.00	+18,333.55	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improve
N20M4345	MOBILE MODULAR	30,000.00	+17,667.83	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building &
N20R0573	SANDY PRINGLE ASSOCIATES	115,000.00	+13,000.00	223012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improv
<b>Fund 22 Total:</b>			<b>+119,798.95</b>		

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**08/06/2020**

**FRO 06/16/2020 TO 07/29/2020**

<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>+154,039.02</b>			
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Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **CONSOLIDATED APPLICATION - SPRING 2020 RELEASE**  
DATE: July 29, 2020

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**Background:**

Each year the Consolidated Application (CONAPP) for federal funding is submitted to the California Department of Education (CDE) in two parts, a Spring and a Winter release. Submission of the Spring Release ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs. Following Board approval, the Spring Release is typically submitted by June 30 and indicates the District's intent to apply for eligible funding and to report expenditure information for prior year apportionments. The Winter Release, submitted by February every year, confirms program participation, student enrollment numbers and funding allocations. This year, due to the COVID-19 pandemic, the Spring Release was delayed to July 6, 2020 with a submission date of August 17, 2020.

The 2020-21 Spring Release contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following:

- Title I, Part A, Basic
- Title II, Part A, Educator Quality
- Title III, Part A, English Learner Program
- Title III, Immigrant
- Title IV, Part A, Student Support and Academic Enrichment

**Fiscal Impact:**

Federal categorical program funds have been estimated in the 2020-21 preliminary budget and adjustments will be made once funding entitlements are provided on the CONAPP Winter Release.

**Recommendation:**

It is recommended that the Board of Trustees approves transmittal of the CONAPP Spring Release to the CDE.



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **MOU between OCDE and FVSD for Special Schools Program**  
DATE: August 3, 2020

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**Background:**

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56165.3 and 56195.5, Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. Agreement is effective the period of July 1, 2020 through June 30, 2021.

**Fiscal Impact:**

No fiscal impact unless/until services are required.

**Recommendation:**

It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

Memorandum of Understanding Between  
The Orange County Superintendent of Schools  
And  
“Fountain Valley School District”  
2020-2021

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Fountain Valley School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs. During the COVID-19 pandemic OCDE shall comply with State and local orders and guidelines regarding the reopening of schools for in-person instruction as well as State laws and regulations regarding the provision of distance learning.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2020, and ending June 30, 2021.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the

appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line and should be submitted electronically through OCDE's secure portal.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2020-2021 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special

Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located (referred to as the "Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event

the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

#### 7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a

program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2020 through June 1, 2021. A pupil

shall be counted as “enrolled” in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil’s educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as “enrolled” on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. In the event a pupil withdraws from an OCDE Special Schools Program after the first day of the month, the District will be billed for the entire month consistent with the funding provisions in Section 11. If a continuing pupil has not attended school by the eleventh (11<sup>th</sup>) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as “enrolled” or considered a continuing pupil for the following school year.

#### 10. Definitions

a. “Special Education Fiscal Advisory Committee” shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. “Regional Deaf/Hard of Hearing (D/HH) Program” shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. “Regional Oral Deaf Program” shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. “Special Education Program Income” shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. “Special Education Program Expenditures” shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. “Average Cost Per Pupil” shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. “Average Number of Pupils” shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE

shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code sections 56167, 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2020-2021 will be based on actual information for 2019-2020 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2020-2021

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education  
Special Education Division  
200 Kalmus Drive  
Costa Mesa, CA 92626  
Attn: **Analee Kredel**  
**Chief, Special Education Services**  
Fax: (714) 545-6312  
Phone: (714) 966-4129  
Email: AKredel@ocde.us

District: Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attn: Kate Smith, Special Ed. Director  
Fax: (714) 843-3230  
Phone: (714) 843-3281  
Email: smithk@fvsd.k12.ca.us

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile and electronic signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

OCDE – [NAME]

\_\_\_\_\_  
DISTRICT – [NAME]

BY: \_\_\_\_\_  
(Authorized Agent)

BY: \_\_\_\_\_  
(Authorized Agent)

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

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

DATE APPROVED BY COUNTY  
SUPERINTENDENT OR DISTRICT BOARD:

\_\_\_\_\_

cc: SELPA

APPROVED AS TO FORM:

DATE: 7/7/2020

LYSA M. SALTZMAN, COUNSEL  
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Lisa Saltzman me ATTORNEY

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2020-21 Adopted Budget</b>	<b>Object</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2019-20</b>	<b>2020-21</b>
2019-20 Proj Aver enrollment at 410					
2019-20 Year-to-Date Aver enrollment at 405					
2020-21 Proj Aver enrollment at 411	<b>Code</b>	<b>Actuals</b>	<b>Adopted Budget</b>	<b>Estimated Actuals Budget</b>	<b>Adopted Budget</b>
Restricted Fund Balance Low Incidence	9791	176,775.57	161,081	176,776	161,576
Reserve for Economic Uncertainty	9791	904,076.94	945,922	955,999	1,010,092
<b>Total Beginning Balance</b>	<b>9791</b>	<b>1,080,852.51</b>	<b>1,107,003</b>	<b>1,132,774</b>	<b>1,171,668</b>
<b>Revenue</b>					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,620,321.00	1,572,130	1,610,944	1,582,996
<b>AB602 Allocation</b>		<b>1,620,321.00</b>	<b>1,572,130</b>	<b>1,610,944</b>	<b>1,582,996</b>
Prior Year Apportionment	8319	68,031.00	-	-	-
<b>Other State Revenue</b>		<b>68,031.00</b>	<b>-</b>	<b>-</b>	<b>-</b>
Interagency Fees Bill Back to Districts	8677	22,016,606.28	22,742,590	21,413,031	25,288,760
Interagency Fees Special Circumstance Aids	8677	6,280,724.89	5,719,212	6,139,723	5,897,606
Interagency Fees - Contracts	8677	64,174.15	60,000	60,000	60,000
Registration & Misc. Fee	8689		-	-	-
Other Local Revenue/EE contract	8699	2,553.96	-	7,579	-
Other Revenue/Tuition	8710	3,914,893.62	3,914,695	3,914,695	3,079,367
Tuition - Prior Year	8711		-	-	-
<b>Other Local Revenue</b>		<b>32,278,952.90</b>	<b>32,436,497</b>	<b>31,535,028</b>	<b>34,325,733</b>
Contribution from Unrestricted	8980		240,221	240,221	240,221
Contribution for Indirect	8981	535,761.78	576,278	561,685	613,643
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	33,727.70	37,329	-	-
Contribution to Restricted Routine Maint.	8991	(412,600.00)	(529,968)	(498,717)	(519,572)
Contribution to Food Services	8992	(175,434.35)	(193,449)	(182,469)	(220,966)
Contribution to Special Ed	8993				
<b>Total Contributions</b>		<b>423,406.13</b>	<b>572,362</b>	<b>562,671</b>	<b>555,277</b>
<b>Total Revenue</b>		<b>35,471,563.54</b>	<b>35,687,992</b>	<b>34,841,417</b>	<b>37,635,675</b>

Note: The 2020-21 estimated billback amount is based on the 2020-21 May Revise which includes a reduction of 7.92% to the LCFF revenue received for the District deferred ADA. We will update the projection when the State budget is approved and we have clarification to the LCFF changes.

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2020-21 Adopted Budget</b>	<b>Object</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2019-20</b>	<b>2020-21</b>
2019-20 Proj Aver enrollment at 410					
2019-20 Year-to-Date Aver enrollment at 405					
2020-21 Proj Aver enrollment at 411	<b>Code</b>	<b>Actuals</b>	<b>Adopted Budget</b>	<b>Estimated Actuals Budget</b>	<b>Adopted Budget</b>
<b>Expenditures</b>					
Teachers Salaries	1100	5,316,654.97	5,680,909	5,768,442	5,853,188
Pupil Support Salaries	1200	1,174,283.70	1,211,416	1,174,481	1,232,238
Supervisor/Administrators	1300	1,178,215.92	1,258,616	1,193,069	1,284,951
Other Certificated	1900	1,342,517.30	1,407,850	1,352,192	1,365,335
<b>Total Certificated</b>		<b>9,011,671.89</b>	<b>9,558,791</b>	<b>9,488,184</b>	<b>9,735,712</b>
Instructional Assistants	2100	7,678,187.66	8,406,711	8,318,469	8,943,947
Classified Support Salaries	2200	796,664.83	816,658	861,676	866,375
Supervisors/Managers	2300	691,364.30	629,497	633,225	663,806
Clerical/Technical	2400	699,556.92	783,970	886,948	912,963
Short term Sub	2900	450.00	2,300	2,450	2,450
<b>Total Classified</b>		<b>9,866,223.71</b>	<b>10,639,136</b>	<b>10,702,768</b>	<b>11,389,541</b>
STRS/PERS	3100-3200	3,076,314.08	3,413,409	3,342,684	3,895,840
Medicare and PARS	3300	277,862.12	301,206	311,465	319,021
Health and Welfare	3400	4,681,602.14	5,041,809	4,774,608	5,243,703
Unemployment	3500	9,267.60	10,021	10,293	10,553
Worker's Comp	3600	318,790.54	336,814	360,284	369,417
Life Insurance/Other	3900	511,730.04	280,224	425,210	423,529
<b>Total Benefits</b>		<b>8,875,566.52</b>	<b>9,383,483</b>	<b>9,224,544</b>	<b>10,262,063</b>
Textbooks	4100		1,500	1,500	1,500
Other Books	4200	1,199.71	1,530	1,530	1,530
Materials and Supplies	4300	348,321.74	966,632	300,267	797,643
NonCapitalized Equipment	4400	104,166.08	38,213	38,113	46,513
<b>Total Books and Supplies</b>		<b>453,687.53</b>	<b>1,007,875</b>	<b>341,410</b>	<b>847,186</b>
Travel and Conference	5200	124,702.49	106,932	119,732	117,782
Dues and Membership	5300	1,076.44	944	1,294	1,294
Utilities	5500	162,447.97	176,600	177,450	177,800
Rents/Leases/Repairs	5640	324,730.43	315,702	328,702	328,702
Repairs/Maintenance	5600	17,088.24	39,465	41,795	49,855
Transfer of Direct Costs	5700	46,416.80	44,594	44,744	44,724
Professional/Consulting Services	5800	156,552.50	203,689	230,309	232,869
Communications	5900	77,334.87	84,462	98,329	100,729
<b>Total</b>		<b>910,349.74</b>	<b>972,388</b>	<b>1,042,355</b>	<b>1,053,755</b>
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500	29,547.39	75,000	75,000	-
<b>Total</b>		<b>29,547.39</b>			
Support Costs	7340	2,183,811.66	2,368,952	2,308,803	2,495,477
Support Contributions	7341	535,761.78	576,278	561,685	613,643
<b>Total Support</b>		<b>2,719,573.44</b>	<b>2,945,231</b>	<b>2,870,487</b>	<b>3,109,120</b>
<b>Total Expenditures</b>		<b>31,866,620.22</b>	<b>34,506,904</b>	<b>33,669,748</b>	<b>36,397,377</b>
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	145,881	161,576	146,376
Reserve for Economic Uncertainty	9780/9740	955,998.61	1,035,207	1,010,092	1,091,921
<b>Ending Fund Balance</b>		<b>3,604,943.32</b>	<b>1,181,088</b>	<b>1,172,038</b>	<b>1,238,297</b>
Total Bill Back		19,544,437.13	22,742,590	21,413,031	25,288,760
Average Enrollment		406.00	410	405	411
Estimated Bill Back per Pupil		<b>48,139.01</b>	<b>55,470</b>	<b>52,919</b>	<b>61,530</b>
Proposed Refund to District		<b>6,089.09</b>			
Actual Billing		<b>42,049.92</b>	<b>55,470</b>	<b>52,919</b>	<b>61,530</b>

	2020-21
1. Average number of pupils transported	254
2. Maximum number of billable days	202
3. Classified Salaries	\$ 114,156
4. Employee Benefits	\$ 46,263
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 7,040,678
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 7,040,678
13. Direct Support costs	\$ 185,519
14. Indirect Support Costs @ 1%	\$ 1,855
15. Total Transportation Cost Allocation	\$ 7,228,052
16. State Transportation Entitlement	\$ 1,463,611
Total	\$ 1,463,611
17. Excess Transportation Cost	\$ 5,764,441
17a. *Per Pupil Excess Cost Line17/Line1	\$ 22,695
17b. *Per Day Excess Cost Line17a/Line2	112.35

\*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.



FOUNTAIN VALLEY SCHOOL DISTRICT  
Educational Services

*MEMORANDUM*

**TO:** Board of Trustees  
**FROM:** Steve McLaughlin, Assistant Superintendent, Educational Services  
**SUBJECT:** **DISTRICT FIELD TRIP LIST 2020/2021**  
**DATE:** August 6, 2020

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**Background:**

In accordance with Board Policy 6153, requests for school-sponsored trips involving overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board.

Exhibit A includes the locations of all potential overnight study trips as well as other local attractions that might possibly serve as locations for educational field trips to enrich the instructional program for Fountain Valley School District students during the 2020/2021 school year.

**Fiscal Impact:**

There is no fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approve the District field trip list for the 2020/2021 school year.

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
 2020/2021  
 Alphabetical Listing

<b>Destination</b>	<b>Address</b>	<b>Telephone</b>
<b>Adventure City</b>	1238 S. Beach Blvd., Anaheim 92804	(714) 236-9300
<b>Aliso &amp; Wood Canyons Wilderness Park</b>	28372 Alicia Pkwy., Laguna Nigel 92677	(949) 923-2200
<b>American Way Cultural Center</b>	2390 N American Way, Orange 92865	(714) 637-1721
<b>Amtrak Railroad Station</b>	1000 E. Santa Ana Blvd., Santa Ana 92701	(714) 547-8389
<b>Amtrak Railroad Station</b>	2150 E. Katella Ave., Anaheim 92806	(800) 872-7245
<b>Amtrak Railroad Station</b>	120 E Santa Fe Ave., Fullerton 92832	(714) 992-0530
<b>Anaheim Convention Center</b>	800 W Katella Ave., Anaheim 92802	(714) 765-8950
<b>Anaheim Museum</b>	241 S Anaheim Blvd., Anaheim 92805	(714) 956-8936
<b>Angel Stadium of Anaheim</b>	2000 E Gene Autry Way, Anaheim 92806	(714) 940-2000
<b>APM Shipping Terminals Pacific, Ltd.</b>	2500 Navy Way, San Pedro 90731	(310) 221-4000
<b>Applied Energy Services (AES)</b>	21730 Newland St., Huntington Beach 92646	(714) 374-1476
<b>Aquarium of the Pacific</b>	100 Aquarium Way, Long Beach 90802	(562) 590-3100
<b>Arrowhead Ranch</b>	480 Cottage Grove Rd., Twin Peaks 92391	(909) 337-7265
<b>AstroCamp</b>	26800 Saunders Meadow Road, Idyllwild 92549	(951) 659-6062
<b>Atlantis Play Center</b>	13630 Atlantic Way, Garden Grove 92844	(714) 892-6015
<b>Balboa Park</b>	1549 El Prado, San Diego 92101	(619) 239-0512
<b>Balboa Pavilion</b>	400 Main St., Newport Beach 92661	(949) 675-1905
<b>Banning Residence Museum</b>	401 E M St., Wilmington 90744	(310) 548-7777
<b>Barnsdall Art Park</b>	4800 Hollywood Blvd., Los Angeles 90027	(323) 644-6275
<b>Beach City Animal Hospital</b>	7412 Warner Ave., Huntington Beach 92647	(714) 847-3523
<b>Biola University</b>	13800 Biola Ave., La Mirada 90639	(562) 903-6000
<b>Blind Children's Learning Center</b>	18542 Vanderlip Ave., Santa Ana 92705	(714) 573-8888
<b>Bob Baker Marionette Theater</b>	1345 W 1 <sup>st</sup> St., Los Angeles 90026	(213) 250-9995
<b>Bolsa Chica State Beach</b>	Bolsa Chica, Huntington Beach	(714) 846-3460
<b>Boomers ~ Fountain Valley</b>	16800 Magnolia St., Fountain Valley 92708	(714) 842-1111
<b>Boomers ~ Irvine</b>	3405 Michelson Dr., Irvine 92612	(949) 559-8341
<b>Bowers Kid's Museum (Kidseum)</b>	1802 N Main St., Santa Ana 92706	(714) 480-1520
<b>Bowers Museum</b>	202 N Main St., Santa Ana 92706	(714) 567-3600
<b>BP/Arco Carson Refinery</b>	1801 E Sepulveda Blvd., Carson 90745	(310) 816-8100

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
 2019/2020  
 Alphabetical Listing

<b>Cabrillo Marine Aquarium</b>	3720 Stephen M White Dr., Los Angeles 90731	(310) 548-7562
<b>California Adventure</b>	13131 Disneyland Dr., Anaheim 92802	(714) 781-4565
<b>California Science Center</b>	700 Exposition Park Dr., Los Angeles 90037	(323) 724-3623
<b>California State Polytechnic University, Pomona</b>	3801 W Temple Ave., Pomona 91768	(909) 869-7659
<b>California State University, Fullerton</b>	800 N State College Blvd., Fullerton 92831	(657) 278-2011
<b>California State University, Long Beach</b>	1250 Bellflower Blvd., Long Beach 90840	(562) 985-4111
<b>Camelot Golfland</b>	3200 E Carpenter Ave., Anaheim 92806	(714) 630-3340
<b>Camino Real Playhouse</b>	31776 El Camino Real, San Juan Capistrano 92675	(949) 489-8082
<b>Catalina Flyer</b>	400 Main St., Newport Beach 92661	(800) 830-7744
<b>Catalina Island Marine Institute (CIMI)</b>	1 Toyon Bay Rd., Avalon 90704	(310) 510-1622
<b>Catalina Passenger Service</b>	400 Main St., Newport Beach 92661	(949) 673-5245
<b>Centennial Farm (OC Fairgrounds)</b>	88 Fair Dr., Costa Mesa 92626	(714) 708-1619
<b>Central Library</b>	7111 Talbert Ave., Huntington Beach 92648	(714) 842-4481
<b>Cerritos Center for the Performing Arts</b>	12700 Center Ct. Dr. S, Cerritos 90703	(562) 916-8500
<b>Chapman University</b>	1 University Dr., Orange 92866	(714) 997-6815
<b>Children's Museum at La Habra</b>	301 S Euclid St., La Habra 90631	(562) 905-9793
<b>Chinatown</b>	Los Angeles	
<b>Chris Carr Park</b>	16532 Springdale St., Huntington Beach 92649	(714) 536-5486
<b>Chuck E Cheese</b>	15511 Edwards St., Huntington Beach 92647	(714) 891-4391
<b>Cinemark Century Stadium 25 Theaters</b>	1701 W Katella Ave., Orange 92867	(714) 532-9558
<b>Court House</b>	909 N Main St., Santa Ana 92701	(714) 834-5400
<b>Crystal Cove State Park</b>	8471 N Coast Hwy., Laguna Beach 92651	(949) 494-3539
<b>Dana Point Harbor</b>	34624 Golden Lantern St., Dana Point 92629	(949) 923-2255
<b>Dana Point Ocean Institute</b>	24200 Dana Point Harbor Dr., Dana Point 92629	(949) 496-2274
<b>Discovery Science Center</b>	2500 N Main St., Santa Ana 92705	(714) 542-2823
<b>Disneyland</b>	1313 Disneyland Dr., Anaheim 92802	(714) 781-4565
<b>Disneyland Hotel</b>	1150 Magic Way, Anaheim 92802	(714) 778-6600
<b>Dodger Stadium</b>	1000 Elysian Park Ave., Los Angeles 90012	(323) 224-1507

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
 2019/2020  
 Alphabetical Listing

<b>Don Wash Auditorium</b>	11271 Stanford Ave., Garden Grove 92840	(714) 534-1103
<b>El Camino College</b>	16007 Crenshaw Blvd., Torrance 90506	(310) 532-3670
<b>El Capitan Theatre</b>	6838 Hollywood Blvd., Hollywood 90028	(818) 845-3110
<b>El Dorado Nature Center</b>	7550 E Spring St., Long Beach 90815	(562) 570-1745
<b>Environmental Nature Center</b>	1601 E 16 <sup>th</sup> St., Newport Beach 92663	(949) 645-8489
<b>ExplorOcean</b>	600 E Bay Ave., Newport Beach 92661	(949) 675-8915
<b>Forrest Falls (Big Falls)</b>	Valley of the Falls, Forest Falls 92339	
<b>Fountain Valley Bowl</b>	17110 Brookhurst St., Fountain Valley 92708	(714) 963-7888
<b>Fountain Valley City Hall</b>	10200 Slater Ave., Fountain Valley 92708	(714) 593-4400
<b>Fountain Valley Fire Department</b>	10200 Slater Ave., Fountain Valley 92708	(714) 593-4436
<b>Fountain Valley Heritage Park- Historical Society</b>	17641 Los Alamos St., Fountain Valley 92708	(714) 623-8180
<b>Fountain Valley Police Department</b>	10200 Slater Ave., Fountain Valley 92708	(714) 593-4485
<b>Fountain Valley Skating Center</b>	9105 Recreation Cir., Fountain Valley 92708	(714) 847-0022
<b>Fullerton Arboretum</b>	1900 Associated Rd., Fullerton 92831	(657) 278-3407
<b>Fullerton High School</b>	201 E Chapman Ave., Fullerton 92832	(714) 626-3803
<b>Fullerton Museum Center</b>	301 N. Pomona Ave., Fullerton 92832	(714) 738-6545
<b>Gene Autry National Center</b>	4700 Western Heritage Way, Los Angeles 90027	(323) 667-2000
<b>George Key Ranch</b>	625 Bastanchury Rd., Placentia 92870	(714) 973-3191
<b>Get Air Trampoline Park</b>	5142 Argosy Ave., Huntington Beach 92649	(714) 294-0783
<b>Getty (J. Paul) Museum</b>	1200 Getty Center Dr., Los Angeles 90049	(310) 440-7300
<b>GOALS</b>	1170 N La Palma Park Way, Anaheim 92801	(714) 956-4625
<b>Golden West College</b>	15744 Goldenwest St., Huntington Beach 92647	(714) 892-7711
<b>Goodyear Airship Operations</b>	19200 Main St., Gardena 90745	(330) 796-3127
<b>Glendale Community College Planetarium</b>	1500 N. Verdugo Rd., Glendale 91208	(818) 551-5275
<b>Griffith Park</b>	4730 Crystal Springs Dr., Los Angeles 90027	(323) 913-4688
<b>Griffith Observatory</b>	2800 E Observatory Rd., Los Angeles	(213) 473-0800
<b>Hart Park</b>	701 S Glassell St., Orange 92866	(714) 744-2225
<b>Heritage Hill Historic Park</b>	25151 S Serrano Rd., Lake Forest 92630	(949) 923-2239

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Heritage Museum of Orange County</b>	3101 W Harvard St., Santa Ana 92704	(714) 540-0404
<b>Heritage Park</b>	12100 Mora Dr., Santa Fe Springs 90670	(562) 946-6476
<b>Hollywood Bowl</b>	2301 N Highland Ave., Los Angeles 90068	(323) 850-2000
<b>Honda Center</b>	2695 E Katella Ave., Anaheim 92806	(714) 704-2400
<b>Huntington Beach City Hall</b>	2000 Main St., Huntington Beach 92648	(714) 536-5511
<b>Huntington Beach Fire Station</b>	2000 Main St., Huntington Beach 92649	(714) 536-5411
<b>Huntington Beach Hospital</b>	17772 Beach Blvd., Huntington Beach 92647	(714) 843-5000
<b>Huntington Beach Police Department</b>	2000 Main St., Huntington Beach 92648	(714) 960-8843
<b>Huntington Library and Art Gallery</b>	1151 Oxford Rd., San Marino 91108	(626) 405-2100
<b>IMAX Theater</b>	65 Fortune Dr., Irvine 92618	(949) 450-4920
<b>IMAX Theater</b>	100 Universal City Plaza, Universal City 91608	(888) 262-4386
<b>Inside the Outdoors (OCDE)</b>	200 Kalmus Dr., Costa Mesa 92628	(714) 708-3885
<b>Irvine Lanes</b>	3415 Michelson Dr., Irvine 92612	(949) 786-9625
<b>Irvine Museum</b>	18881 Von Karman Ave., Irvine 92612	(949) 476-0294
<b>Irvine Regional Park</b>	1 Irvine Park Rd., Orange 92869	(714) 973-6835
<b>Irvine Spectrum Center</b>	71 Fortune Dr., Irvine 92618	(949) 753-5180
<b>Jet Propulsion Laboratory</b>	4800 Oak Grove Dr., Pasadena 91109	(818) 354-4321
<b>John Wayne Airport</b>	18601 Airport Way, Santa Ana 92707	(949) 252-5200
<b>Kidspace Children's Museum</b>	480 N Arroyo Blvd., Pasadena 91103	(626) 449-9144
<b>Knott's Berry Farm</b>	8039 Beach Blvd., Buena Park 90620	(714) 220-5200
<b>La Brea Tar Pits</b>	5801 Wilshire Blvd., Los Angeles 90036	(323) 857-6300
<b>Laguna Art Museum</b>	307 Cliff Dr., Laguna Beach 92651	(949) 494-8971
<b>Laguna College of Art &amp; Design (LCAD)</b>	2222 Laguna Canyon Road, Laguna Beach 92651	(949) 376-6000
<b>La Mirada Regional Park Aquatics Ctr.</b>	13806 La Mirada Blvd., La Mirada 90638	(562) 902-3191
<b>Lazy W Ranch</b>	23852 Hot Spring Canyon Rd., San Juan Cap 92675	(949) 728-0141
<b>Legoland</b>	1 Legoland Dr., Carlsbad 92008	(760) 918-5346
<b>Local Bakeries</b>	Orange County	
<b>Local Beaches</b>	Orange County	
<b>Local Gas/Service Stations</b>	Orange County	

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
 2019/2020  
 Alphabetical Listing

<b>Local Grocery Stores</b>	Orange County	
<b>Local Hotels</b>	Orange County	
<b>Local Medical and Dental Offices</b>	Orange County	
<b>Local Museums</b>	Orange County	
<b>Local Parks</b>	Orange County	
<b>Local Pet Shops</b>	Orange County	
<b>Local Police and Fire Stations</b>	Orange County, Long Beach	
<b>Local Professional Offices</b>	Orange County	
<b>Local Radio Stations</b>	Orange County	
<b>Local Restaurants</b>	Orange County	
<b>Local Retail Stores</b>	Orange County	
<b>Local Retirement Homes</b>	Orange County	
<b>Local Riding Stables</b>	Orange County	
<b>Local Schools and High Schools</b>	Los Angeles County, Orange County	
<b>Local Theaters</b>	Los Angeles County, Orange County	
<b>Long Beach Lifeguard Headquarters</b>	2100 E Ocean Blvd., Long Beach 90803	(562) 570-1360
<b>Long Beach Convention Center</b>	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
<b>Long Beach Harbor Breeze Cruises</b>	100 Aquarium Way, Dock #2 Long Beach 90802	(562) 432-4900
<b>Long Beach Memorial Hospital</b>	2801 Atlantic Ave., Long Beach 90806	(562) 933-2000
<b>Long Beach Airport</b>	4100 E Donald Douglas Dr., Long Beach 90808	(562) 570-2600
<b>Long Beach Performing Arts Center</b>	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
<b>Long Beach Sportfishing</b>	555 Pico Ave., Long Beach 90802	(562) 432-8993
<b>Los Angeles Children's Museum</b>	205 S Broadway, Los Angeles 90012	(213) 687-8800
<b>Los Angeles Civic Center</b>	200 North Spring St., Los Angeles 90012	
<b>Los Angeles County Arboretum and Botanic Gardens</b>	301 N Baldwin Ave., Arcadia 91007	(626) 821-3222
<b>Los Angeles Harbor</b>	Los Angeles	
<b>Los Angeles International Airport</b>	1 World Way, Los Angeles 90045	(310) 646-5252
<b>Los Angeles Maritime Museum</b>	Berth 84, San Pedro 90731	(310) 548-7618

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Los Angeles Music Center</b>	135 N Grand Ave., Los Angeles 90012	(213) 972-7211
<b>Los Angeles Office of the Mayor</b>	200 N Spring St., Los Angeles 90012	(213) 978-0600
<b>Los Angeles Times Newspaper</b>	2300 E. Imperial Hwy., El Segundo 90245	(213) 237-5000
<b>Los Angeles Zoo</b>	5333 Zoo Dr., Los Angeles 90027	(323) 644-4200
<b>Lyon Air Museum</b>	19300 Ike Jones Rd., Santa Ana 92707	(714) 210-4285
<b>Magnolia Bird Farm</b>	8990 Cerritos Ave., Anaheim 92804	(714) 527-3387
<b>March Air Reserve Base</b>	452 <sup>nd</sup> AMW Public Affairs, 895 Baucom Ave., SE (Bldg 317), March ARB 92518	(951) 655-4138
<b>Marconi Automotive Museum</b>	1302 Industrial Dr., Tustin 92780	(714) 258-3001
<b>Mason Regional Park</b>	18712 University Dr., Irvine 92612	(949) 923-2220
<b>Mazda Motors of America</b>	7755 Irvine Center Dr., Irvine 92623	(949) 727-1990
<b>Mazda Motors of America</b>	1444 McGaw Ave., Irvine 92614	(949) 852-8898
<b>McAuliffe Middle School</b>	4112 Cerritos Ave., Los Alamitos 90720	(714) 816-3320
<b>McGaugh Elementary School</b>	1698 Bolsa Ave., Seal Beach 90740	(562) 799-4560
<b>Medieval Times Dinner &amp; Tournament</b>	7662 Beach Blvd., Buena Park 90620	(866) 543-9637
<b>Mile High Pines</b>	42739 Hwy 38/PO Box 397 Angelus Oaks, CA 92305	(909)794-2824
<b>Mile Square Park</b>	10401 Warner Ave., Fountain Valley 92708	(714) 962-5541
<b>Milliken High School</b>	2800 Snowden Ave., Long Beach 90815	(562) 425-7441
<b>Mission San Gabriel Arcangel</b>	428 S Mission Dr., San Gabriel 91776	(626) 457-3035
<b>Mission San Juan Capistrano</b>	26801 Ortega Hwy., San Juan Capistrano 92675	(949) 234-1300
<b>Modjeska Canyon</b>	29322 Modjeska Canyon, Silverado 92676	(714) 649-2760
<b>Muckenthaler Cultural Center</b>	1201 W Malvern Ave., Fullerton 92833	(714) 738-6595
<b>Museum of Tolerance</b>	9786 W Pico Blvd., Los Angeles 90035	(310) 553-8403
<b>Murth Interpretive Center</b>	2301 University Dr., Newport Beach 92660	(949) 923-2296
<b>Natural History Museum of LA County</b>	900 Exposition Blvd., Los Angeles 90007	(213) 763-3466
<b>Newland House Museum</b>	19820 Beach Blvd., Huntington Beach 92648	(714) 962-5777
<b>Newport Beach Back Bay Science Ctr.</b>	600 Shellmaker Rd., Newport Beach 92660	(949) 640-1742(F)
<b>Newport Beach Marine Department</b>	100 Civic Center Dr., Newport Beach 92660	(949) 644-3309
<b>Newport Dunes Waterfront Resort</b>	1131 Back Bay Dr., Newport Beach 92660	(949) 729-3863

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Newport Harbor Art Museum</b>	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
<b>Newport Sports Museum</b>	100 Newport Ctr.Dr. Ste.100, Newport Beach 92660	(949) 721-9333
<b>Norton Simon Museum</b>	411 W Colorado Blvd., Pasadena 91105	(626) 449-6840
<b>Oak Canyon Nature Center</b>	6700 E Walnut Canyon Rd., Anaheim 92807	(714) 998-8380
<b>Olvera Street</b>	125 Paseo De La Plaza, Los Angeles 90012	(213) 628-1274
<b>Orange Coast College</b>	2701 Fairview Rd., Costa Mesa 92626	(714) 432-5072
<b>Orange County Department of Education</b>	200 Kalmus Dr., Costa Mesa 92626	(714) 966-4000
<b>Orange County Fair &amp; Event Center</b>	88 Fair Dr., Costa Mesa 92626	(714) 708-1500
<b>Orange County Humane Society</b>	21632 Newland St., Huntington Beach 92646	(714) 536-8480
<b>Orange County Museum of Art</b>	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
<b>Orange County Sanitation District</b>	10844 Ellis Ave., Fountain Valley 92708	(714) 962-2411
<b>Orange County Transit Authority</b>	550 S Main St., Orange 92868	(714) 560-6282
<b>Orange County Water District</b>	18700 Ward St., Fountain Valley 92708	(714) 378-3200
<b>Orange Empire Railway Museum</b>	2201 S A St., Perris 92570	(951) 943-3020
<b>Pacific Marine Mammal Center</b>	20612 Laguna Canyon Rd., Laguna Beach 92651	(949) 494-3050
<b>Pali Institute</b>	30778 California 18, Running Springs 92382	(909) 867-5743
<b>Pantages Theater</b>	6233 Hollywood Blvd., Los Angeles 90028	(323) 468-1770
<b>Peters Canyon Regional Park</b>	8548 Peters Canyon Trail, North Tustin 92705	(714) 973-6611
<b>Pickwick Center</b>	1001 Riverside Dr., Burbank 91506	(818) 845-5300
<b>Pinecrest/Arrowhead Ranch</b>	1140 Pine Crest Rd., Twin Peaks 92391	(909) 337-7265
<b>Pirate's Dinner Adventure</b>	7600 Beach Blvd., Buena Park 90620	(714) 690-1497
<b>Polly's Pies</b>	9791 Adams Ave., Huntington Beach 92646	(714) 964-4424
<b>Port of Long Beach</b>	4801 Airport Plaza Dr., Long Beach 90815	(562) 283-7000
<b>Port of Los Angeles</b>	425 South Palos Verdes St., San Pedro 90731	(310) 732-7678
<b>Prado Wetlands</b>	18700 Ward St., Fountain Valley 92708	(714) 378-2000
<b>Prentice Park</b>	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575
<b>Press-Telegram</b>	727 Pine Ave., Long Beach 90844	(562) 435-1161
<b>Pretend City Children's Museum</b>	29 Hubble, Irvine 92618	(949) 428-3900
<b>Pumpkin Patch</b>	300 E Yorba Linda Blvd., Placentia 92870	(714) 970-9800

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Queen Mary</b>	1126 Queens Hwy., Long Beach 90802	(877)342-0738
<b>Radio Stations</b>	Los Angeles County, Orange County	
<b>Ralph B Clark Regional Park</b>	8800 Rosecrans Ave., Buena Park 90621	(714) 973-3170
<b>Rancho Las Lomas</b>	19191 Lawrence Canyon, Silverado 92676	(949) 888-3080
<b>Rancho Los Alamitos</b>	6400 E Bixby Hill Rd., Long Beach 90815	(562) 431-3541
<b>Rancho Los Cerritos</b>	4600 Virginia Rd., Long Beach 90807	(562) 570-1755
<b>Recreation Park</b>	4900 E 7 <sup>th</sup> St., Long Beach 90804	(562) 570-1670
<b>Redondo Beach Performing Arts Center</b>	1935 Manhattan Beach Blvd., Redondo Beach 90270	(310) 318-0610
<b>Republic Environmental Services</b>	17121 Nichols Ln., Huntington Beach 92647	(714) 847-3581
<b>Reserve at Rancho Mission Viejo</b>	2881 Ortega Hwy., San Juan Capistrano 92693	(949) 489-9778
<b>Richard Nixon Library and Birthplace</b>	18001 Yorba Linda Blvd., Yorba Linda 92886	(714) 983-9120
<b>Riley's Farm</b>	12261 Oak Glen Rd., Yucaipa 92399	(909) 797-7534
<b>Rose Bowl</b>	1001 Rose Bowl Dr., Pasadena 91103	(626) 577-3100
<b>San Diego Zoo</b>	2920 Zoo Dr., San Diego 92101	(619) 231-1515
<b>San Diego Zoo Safari Park</b>	15500 San Pasqual Valley Rd., Escondido 92027	(760) 747-8702
<b>San Pedro Harbor</b>	PO Box 470, San Pedro 90733	(310) 831-6245
<b>Santa Ana College Planetarium</b>	120 Civic Center Drive, Santa Ana 92701	(714) 547-9645
<b>Santa Ana Lawn Bowling Club</b>	510 East Memory Ln., Santa Ana 92705	(714) 550-7769
<b>Santa Ana River Lakes</b>	3900-4034 E La Palma Ave., Anaheim 92807	(714) 632-7830
<b>Santa Ana Zoo at Prentice Park</b>	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575
<b>Santana Regional Park</b>	598 Santana Way, Corona 92881	(951) 736-2241
<b>Schools, Private and Public, Junior Colleges, Colleges, Universities</b>	Orange County, Los Angeles County	
<b>Schools First Federal Credit Union</b>	18651 Brookhurst St., Fountain Valley 92708	(800) 462-8328
<b>Scooter's Jungle</b>	25 Journey, Aliso Viejo 92656	(949) 349-9090
<b>Sea &amp; Sage Audubon Society</b>	25 Riparian View, Irvine 92612	(949) 261-7963
<b>Sea World</b>	500 Sea World Dr., San Diego 92109	(800) 257-4268
<b>Seegerstrom Center for the Arts</b>	600 Town Center Dr., Costa Mesa 92626	(714) 556-2787
<b>Sepulveda Basin Wildlife Reserve</b>	6350 Woodley Ave., Van Nuys 91406	(818) 756-9710

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Sherman Library and Gardens</b>	2647 East Coast Hwy., Corona Del Mar 92625	(949) 673-2261
<b>Sherman Indian Museum</b>	9010 Magnolia Ave., Riverside 92503	(951) 276-6325
<b>Shipley Nature Center</b>	17851 Goldenwest St., Huntington Beach 92647	(714) 842-4772
<b>Silverado Canyon</b>	Silverado 92676	
<b>Sky High Sports</b>	2970 Airway Ave., Costa Mesa 92626	(714) 437-5867
<b>South Coast Plaza</b>	3333 Bristol St., Costa Mesa 92626	(714) 435-2000
<b>South Coast Repertory</b>	655 Town Center Dr., Costa Mesa 92626	(714) 708-5555
<b>Southwest College Founders Library</b>	1600 W Imperial Hwy., Los Angeles 90047	(323) 241-5235
<b>Starlight Triangle Square Cinemas</b>	1870 Harbor Blvd., Costa Mesa 92627	(949) 650-4300
<b>Super Sports Golf and Recreation Ctr.</b>	2190 N Canal St., Orange 92865	(714) 282-8880
<b>Tanaka Farms LLC</b>	5380 University Dr., Irvine 92612	(949) 653-2100
<b>TeWinkle Park</b>	970 Arlington Dr., Costa Mesa 92626	(714) 754-5300
<b>Television Studios: ABC, CBS, KCOP, KHJ, KOCE, KTLA, KTTV, NBC</b>	Burbank, Hollywood, Huntington Beach, Los Angeles	
<b>The Aerospace Corporation</b>	2310 E El Segundo Blvd., El Segundo 90245	(310) 336-5000
<b>Tidepools</b>	Corona del Mar, Crystal Cove, Dana Point, Laguna, Long Beach, San Pedro	
<b>Tiger Woods Learning Center</b>	1 Tiger Woods Way, Anaheim 92801	(714) 765-8000
<b>Travel Town Museum</b>	5200 Zoo Dr., Los Angeles 90027	(323) 662-9678
<b>Tucker Wildlife Sanctuary</b>	29322 Modjeska Canyon Rd., Modjeska Canyon 92676	(714) 649-2760
<b>United States Post Office</b>	6771 Warner Ave., Huntington Beach 92647	(800) 275-8777
<b>United States Post Office</b>	3101 W Sunflower Ave., Santa Ana 92799	(714) 662-6474
<b>Universal Studios</b>	100 Universal City Plaza, Universal City 91608	(800) 864-8377
<b>UCI Irvine Medical Center</b>	101 The City Dr. S, Orange 92868	(714) 456-7890
<b>University of California, Irvine</b>	Irvine 92697	(949) 824-5011
<b>University of California, Los Angeles</b>	Los Angeles 90095	(310) 825-4321
<b>University of Southern California</b>	University Park Campus, Los Angeles 90089	(213) 740-1111
<b>Valley View Bowling Center</b>	12141 Valley View St., Garden Grove 92845	(714) 898-2507
<b>Village Nursery</b>	10500 Garfield Ave., Huntington Beach 92646	(714) 963-5372

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
 Field Trips to Support the Fountain Valley School District Curriculum  
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<b>Waterfront Beach Resort</b>	21100 Pacific Coast Hwy., Huntington Beach 92648	(714) 845-8000
<b>Watts Tower</b>	1727 E 107 <sup>th</sup> St., Los Angeles 90002	(213) 847-4646
<b>Wells Fargo History Museum</b>	333 S Grand Ave., Los Angeles 90071	(213) 253-7166
<b>Westminster Lanes</b>	6471 Westminster Blvd., Westminster 92683	(714) 893-5005
<b>Westminster Mall</b>	1025 Westminster Mall, Westminster 92683	(714) 898-2559
<b>Whale Watching Excursions</b>	Balboa, Dana Point, Seal Beach. All local Southern California locations	
<b>White's Point/Point Fermin</b>	807 Paseo Del Mar, Los Angeles 90731	(310) 241-0684
<b>Whiting Ranch Wilderness Park</b>	Trabuco Canyon 92679	(949) 923-2245
<b>Whitney High School</b>	16800 Shoemaker Ave., Cerritos 90703	(562) 229-7745
<b>Wilshire Ebell Theatre</b>	4401 W 8 <sup>th</sup> St., Los Angeles 90005	(323) 939-1128
<b>Wrightwood/Big Pines</b>	22214 Big Pines Hwy., Valyermo 93563	(818) 242-7494
<b>Yakult U.S.A. Inc.</b>	17235 Newhope St., Fountain Valley 92708	(714) 434-6500 x4
<b>Youth Science Center</b>	16949 Wedgeworth Dr., Hacienda Heights 91745	(626) 854-9825
<b>ZOOMARS Petting Zoo</b>	31791 Los Rios St., San Juan Capistrano 92675	(949) 831-6550



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO THE DISTRICT'S THREE MIDDLE SCHOOLS**  
DATE: August 6, 2020

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**Background:**

Revision Assistant is a part of the [TurnItIn.com](https://www.turnitin.com) platform. Our middle school teachers have all been trained on Feedback Studio, the piece of TurnItIn that allows teachers to import student writing for plagiarism checks and allows teachers to give feedback digitally. Revision Assistant was successfully piloted in 2017/2018 by a small group of middle school teachers. Revision Assistant allows teachers to choose from a bank of pre-built writing prompts that are varied and cover multiple writing types. Once students are assigned a writing prompt, they can plan for and compose their response within the platform. As they write, students ask the system for a “signal check,” which gives them immediate feedback on their writing with targeted suggestions for revision. Students can then revise and get feedback on their revisions as many times as they need to before submitting their final work to be graded by their teacher.

**Fiscal Impact:**

The total cost for the 1-year agreement of Revision Assistant is \$16,100 and will run from September, 2020 through June, 2021.

**Recommendation:**

It is recommended that the Board of Trustees approves the Revision Assistant for all 6-8 ELA teachers with a 1-year agreement for the 2020-2021 school years to align with the Feedback Studio contract between Fountain Valley School District and Turnitin, LLC.



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: **2020-21 Mandate Block Grant**  
DATE: July 29, 2020

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**Background:**

Senate Bill (SB) 1016 established a Mandate Block Grant program. School Districts may receive funding through the Mandate Block Grant or through the long-standing claims reimbursement process. However, the State has clearly encouraged districts to elect the Block Grant as funding for the previously traditional method of individual filing has all but been eliminated in the current year's State Budget. Additionally, over the past eight years, districts have received Block Grant funds in a much timelier manner than those who chose to file individual claims.

The District has elected to participate in the Mandate Block Grant program in each of the last eight years. The adopted state budget for 2020-21 includes a Mandated Block Grant allocation of \$32.18 per ADA of unrestricted funding for Elementary School Districts during the fiscal year. This equates to approximately \$199,000 for the District.

**Recommendation:**

It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2020-21 fiscal year and authorize the Superintendent or his designee to sign all documents.



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2021-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**  
DATE: July 13, 2020

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**Background:**

Any warrant that is presented to the County Treasurer within six months after it was issued is void and said warrants are then voided and replaced by issuing another warrant. In order to eliminate the necessity of obtaining a second board approval for the same warrant, a Resolution authorizing district employees to sign is required.

**Recommendation:**

It is recommended that the Board of Trustees approve **RESOLUTION 2021-01: Authorization of Signatures on Replacement Warrants.**





Fountain Valley School District  
BUSINESS SERVICES DIVISION

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

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2021-02: APPOINTMENT OF CUSTODIAN  
THE REVOLVING CASH FUND**  
DATE: July 13, 2020

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**BACKGROUND**

Education Code Section 42800 provides that the Governing Board may establish a Revolving Cash Fund in an amount not more than two percent (2%) of the district's estimated expenditures during the fiscal year, and not in any event, to exceed \$35,000 for an elementary school district.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt **RESOLUTION 2021-02** naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

kf

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION 2021-02  
APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

**WHEREAS**, Education Code section 42800 authorizes the Governing Board of any school district to establish a Revolving Cash Fund; and

**WHEREAS**, Education Code section 42800 requires that the Governing Board adopt a resolution setting forth the need for a Revolving Cash Fund and designate the officer authorized to sign checks from the Revolving Cash Fund; and

**WHEREAS**, the Revolving Cash Fund may be used for any lawful education purpose authorized under Education Code section 35160; and

**WHEREAS**, the maximum amount of the revolving cash shall not exceed the limits set forth in Education Code section 42800;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees authorizes the Assistant Superintendent, Business Services, be appointed as custodian of said Fund and that the signature of the custodian be required on checks drawn on the Revolving Cash Fund.

SIGNATURE:

Christine Fullerton  
Assistant Superintendent  
Business Services

\_\_\_\_\_

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA) ) SS.  
COUNTY OF ORANGE )

I, Lisa Schultz, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 6th day of August, 2020, and passed by \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of August, 2020.

\_\_\_\_\_  
Clerk of Board of Trustees



Fountain Valley School District  
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2021-03: AUTHORIZATION OF APPROVAL OF  
VENDOR CLAIMS/ORDERS**  
DATE: July 13, 2020

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**Background:**

Authorization of Approval of Vendor Claims/Orders is required to approve vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems) and that all previous authorizations of signatures are rescinded.

**Recommendation:**

It is recommended that the Board of Trustees approve **RESOLUTION 2021-03: Authorization of Approval of Vendor Claims/Orders**.

**RESOLUTION 2021-03**

**AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE July 13, 2020

I, Lisa Schultz, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 6<sup>th</sup> day of August, 2020, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 6<sup>th</sup> day of August, 2020, and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Mark Johnson



Christine Fullerton



Isidro Guerra



Kim Fogarty



IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of August, 2020.

Clerk \_\_\_\_\_



Fountain Valley School District  
BUSINESS SERVICES DIVISION

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

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2021-04: AUTHORIZATION OF SIGNATURES**  
DATE: July 13, 2020

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**Background:**

Authorization of Signatures is required to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems), and that all previous authorization of signatures are rescinded.

**Recommendation:**

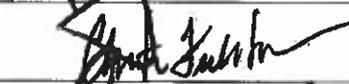
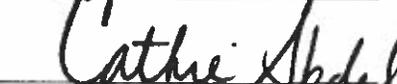
It is recommended that the Board of Trustees approve **RESOLUTION 2021-04: Authorization of Signatures.**

**RESOLUTION 2021-04: AUTHORIZATION OF SIGNATURES**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: July 13, 2020

I, Lisa Schultz, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 6<sup>th</sup> day of August, 2020, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME TYPED</u>	<u>SPECIMEN SIGNATURE</u>	<u>AUTHORIZED TO SIGN:</u>			
		<u>PAYROLL</u>		<u>VENDOR PAYMENTS</u>	
		<u>NOE/CS</u>	<u>TIME SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Cathie Abdel		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X
<u>FACSIMILE SIGNATURES</u>					
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Cathie Abdel		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X

I further certify that the signatures following are those of the members of the governing Board not mentioned above.

<u>NAME TYPED</u>	<u>SIGNATURE</u>
Jeanne Galindo	
Sandra Crandall	
Lisa Schultz	
Ian Collins	
Jim Cunneen	

Authorize Signatures \_\_\_\_\_ Clerk \_\_\_\_\_



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Approval of Orange County Department of Education Electronic Document Management System Agreement 50302**  
DATE: July 29, 2020

---

**Background:**

The Orange County Department of Education (OCDE) provides an electronic document management system, including software support services for the District's imaging, scanning and workflow needs. The service allows us to decrease dependency on hard copies of documents and improve efficiency in document retention, storage and retrieval.

**Fiscal Impact:**

The cost of this agreement for the 2020-21 school year is \$3,500.

**Recommendation**

It is recommended that the Board approves agreement number 50302 with the Orange County Department of Education and authorizes the Superintendent or designee to sign all required documents.

2 FOUNTAIN VALLEY SCHOOL DISTRICT  
3 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM  
4 (IMAGING, SCANNING AND WORKFLOW)  
5 SOFTWARE SUPPORT SERVICE AGREEMENT

6 This AGREEMENT is hereby made and entered into this 1st day of  
7 July, 2020, by and between the Orange County Superintendent of  
8 Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter  
9 referred to as SUPERINTENDENT, and the Fountain Valley School  
10 District, 10055 Slater Avenue, Fountain Valley, California 92708,  
11 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
12 shall be collectively referred to as the Parties.

13 NOW, THEREFORE, the Parties hereto mutually agree as follows:

14 1.0 BASIS OF AGREEMENT

15 The SUPERINTENDENT will provide professional services for the  
16 operation of a web based imaging/scanning/workflow system.  
17 SUPERINTENDENT'S staff will configure an imaging/scanning/workflow  
18 system to meet the DISTRICT'S requirements for workflow, document  
19 archival and retrieval. The imaging/scanning/workflow system and all  
20 images/data will be maintained on servers and storage at  
21 SUPERINTENDENT'S office. SUPERINTENDENT'S imaging/scanning/workflow  
22 system service will include on-going training services for present and  
23 future employees, future software enhancements and support services.  
24 DISTRICT'S staff is responsible for scanning all images on a local  
25 scanner.

2.0 USE

SUPERINTENDENT grants DISTRICT a non-exclusive, non-assignable limited  
license to the imaging/scanning/workflow system software solely for

1 use by DISTRICT internally, and only for workflow, capturing, storing,  
2 processing and accessing DISTRICT'S own data. DISTRICT will have the  
3 right to use the imaging/scanning/workflow system as long as the  
4 imaging/scanning/workflow system is maintained and supported by the  
5 SUPERINTENDENT.

6 3.0 NETWORK INFRASTRUCTURE

7 The network standard protocol is TCP/IP. Each DISTRICT site that uses  
8 the imaging/scanning/workflow system must have a Local Area Network  
9 (LAN) connected via the DISTRICT office. DISTRICT will, at DISTRICT'S  
10 sole expense connect to SUPERINTENDENT'S County-wide computer network  
11 via high speed data circuit and data communication devices for the  
12 services set forth in this AGREEMENT. DISTRICT costs associated with  
13 connectivity will be invoiced separately according to the terms of the  
14 DISTRICT'S Network Support Service Agreement with SUPERINTENDENT.  
15 DISTRICT will access imaging/scanning/workflow system software from  
16 DISTRICT desktop computers through the DISTRICT'S LAN and from similar  
17 desktop computers located at each of the DISTRICT'S school sites.

18 4.0 ANNUAL SOFTWARE SUPPORT SERVICES

19 A. SUPERINTENDENT agrees to provide DISTRICT access to the  
20 imaging/scanning/workflow applications via a leased high speed data  
21 circuit to the SUPERINTENDENT'S servers located at 200 Kalmus Drive,  
22 Costa Mesa.

23 B. The DISTRICT shall be entitled to ongoing software support  
24 and assistance during normal business hours, provided however, that  
25 the availability or performance of this software support service shall  
not be construed as altering or affecting SUPERINTENDENT'S obligations  
as set forth in this AGREEMENT. SUPERINTENDENT'S technical support

1 via telephone shall be provided to DISTRICT without charge Monday  
2 through Friday from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S  
3 holidays.

4 C. SUPERINTENDENT may, upon mutual agreement of the parties,  
5 provide other services which may include but not be limited to:  
6 Application Integration, and other software assistance. The DISTRICT  
7 shall pay SUPERINTENDENT for such additional services at a rate  
8 mutually agreed between the parties.

9 5.0 TERM

10 The term of this AGREEMENT shall commence beginning July 1, 2020 and  
11 ending June 30, 2021, subject to termination as set forth in this  
12 AGREEMENT.

13 6.0 PAYMENT

14 A. Implementation. DISTRICT agrees to pay SUPERINTENDENT for  
15 implementation of the imaging/scanning/workflow System the sum of  
16 Seventy-five dollars (\$75.00) per hour. Payment shall be made upon  
17 execution of this AGREEMENT and receipt of an itemized invoice from  
18 SUPERINTENDENT. Any additional implementation services requested by  
19 DISTRICT will be billed to DISTRICT at the rate of Seventy-five  
20 dollars (\$75.00) per hour. Changes, updates and additional  
21 customization to imaging/scanning/workflow will be billed to DISTRICT  
22 at the rate of Seventy-five dollars (\$75.00) per hour.

23 B. Annual Support Service Fees. DISTRICT agrees to pay  
24 SUPERINTENDENT annual support fees for the imaging/scanning/workflow  
25 system the base amount of Three thousand five hundred dollars  
(\$3,500.00) per year based on DISTRICT'S ADA. This amount includes  
imaging/scanning/workflow licensing and software maintenance purchased

1 by SUPERINTENDENT for DISTRICT, and includes unlimited images per  
2 year, support for scanners and workflow. Payment shall be made upon  
3 execution of this AGREEMENT and receipt of an invoice from  
4 SUPERINTENDENT. There is no additional annual support fee to use the  
5 imaging/scanning/workflow system. SUPERINTENDENT shall evaluate  
6 support fees annually, for possible upward or downward adjustments,  
7 based on SUPERINTENDENT'S actual costs to support the hardware and  
8 software. SUPERINTENDENT will provide DISTRICT written notice of the  
9 annual support service fees due for the renewal period ninety (90)  
10 days prior to the end of each renewal period.

11 7.0 HARDWARE EQUIPMENT REQUIREMENTS

12 Local hardware for the imaging/scanning/workflow system services, such  
13 as desktop computers, monitors and scanners are the responsibility of  
14 the DISTRICT. Each DISTRICT site that uses SUPERINTENDENT'S  
15 imaging/scanning/workflow system must have a scanner connected to a  
16 Local Area Network connected via the DISTRICT office.

17 8.0 TRAINING

18 SUPERINTENDENT will provide on-going training services for present and  
19 future employees as determined by SUPERINTENDENT and DISTRICT to  
20 assist DISTRICT personnel in the use and operation of the software to  
21 enable DISTRICT to make optimum use of the imaging/scanning/workflow  
22 system. Training will be provided at DISTRICT'S office between the  
23 hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding  
SUPERINTENDENT'S holidays.

24 9.0 FUTURE MODULES/OPTIONS

25 SUPERINTENDENT may offer additional imaging/scanning/workflow system

1 modules and optional services in the future. Each new capacity may  
2 have an additional charge. Proposals will be provided upon DISTRICT  
3 request and availability.

4 10.0 INDEPENDENT CONTRACTOR

5 SUPERINTENDENT is and at all times shall be an independent contractor  
6 and shall be wholly responsible for the manner in which the services  
7 required by the terms of this AGREEMENT are performed. Nothing herein  
8 contained shall be construed as creating the relationship of employer  
9 and employee, or principal and agent, between SUPERINTENDENT and  
10 DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of  
11 its employees or agents as they relate to the services to be provided.  
12 SUPERINTENDENT, its officers, agents, and employees, shall not be  
13 entitled to any rights, and/or privileges of DISTRICT'S employees and  
14 shall not be considered in any manner to be DISTRICT'S employees.

15 11.0 HOLD HARMLESS

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

24 B. DISTRICT hereby agrees to indemnify, defend, and hold  
25 harmless SUPERINTENDENT, the Orange County Board of Education, and its  
officers, agents, and employees from liability and claims of liability  
for bodily injury, personal injury, sickness, disease, or death of any

1 person or persons, or damage to any property, real, personal, tangible  
2 or intangible, arising out of the negligent acts or omissions of  
3 employees, agents or officers of DISTRICT during the period of this  
4 AGREEMENT.

5 12.0 NON-DISCRIMINATION

6 SUPERINTENDENT and DISTRICT agree that they will not engage in  
7 unlawful discrimination because of race, color, religious creed,  
8 national origin, ancestry, physical handicap, medical condition,  
9 marital status, or sex of such persons.

10 13.0 APPLICABLE LAW

11 SUPERINTENDENT and DISTRICT agree to comply with all federal, state  
12 and local laws, rules and regulations and ordinances that are now or  
13 may in the future become applicable to SUPERINTENDENT or DISTRICT'S  
14 business, equipment and personnel engaged in operations covered by  
15 this AGREEMENT or occurring out of the performance of such operations.

16 14.0 ASSIGNMENT

17 DISTRICT or SUPERINTENDENT shall not subcontract or assign the  
18 performance of any of the services in this AGREEMENT without prior  
19 written approval of the other party.

20 15.0 TOBACCO USE POLICY

21 In the interest of public health, the SUPERINTENDENT provides a  
22 tobacco-free environment. Smoking or the use of any tobacco products  
23 are prohibited in buildings and vehicles, and on any property owned,  
24 leased or contracted for by the SUPERINTENDENT pursuant to  
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of  
this policy could result in the termination of this AGREEMENT.

1 16.0 TERMINATION

2 SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or  
3 without cause, upon the giving of thirty (30) days prior written  
4 notice to the other party. Upon termination of this AGREEMENT by  
5 either party, SUPERINTENDENT agrees to provide all of DISTRICT's  
6 stored images and indexes to DISTRICT in a readable electronic format  
7 i.e., .tif within three (3) month of termination of this AGREEMENT.

8 17.0 NOTICES

9 All notices or demands to be given under this AGREEMENT by either  
10 party to the other shall be in writing and given by: i) Personal  
11 service, or ii) U.S. Mail, mailed either by registered or certified  
12 mail, return receipt requested, with postage prepaid. Service shall  
13 be considered given when received if personally served or, if mailed,  
14 on the third (3rd) day after deposit in any U.S. Post Office. The  
15 address to which notices or demands may be given by either party may  
16 be changed by written notice given in accordance with the notice  
17 provisions of this section. As of the date of this AGREEMENT the  
18 addresses of the parties are as follows:

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

21 SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
22 Costa Mesa, California 92628  
Attn: Patricia McCaughey

23 18.0 SEVERABILITY

24 If any term, condition or provision of this AGREEMENT is held by a  
25 court of competent jurisdiction to be invalid, void or unenforceable,

1 the remaining provisions will nevertheless continue in full force and  
2 effect and shall not be affected, impaired or invalidated in any way.

3 19.0 GOVERNING LAW

4 The terms and conditions of this AGREEMENT shall be governed by the  
5 laws of the State of California, with venue in Orange County,  
6 California.

7 20.0 ENTIRE AGREEMENT/AMENDMENT

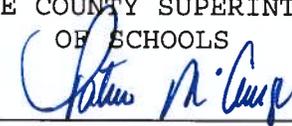
8 This AGREEMENT and any exhibits attached hereto constitute the entire  
9 agreement between SUPERINTENDENT and DISTRICT regarding the services  
10 and any agreement made shall be ineffective to modify this AGREEMENT  
11 in whole or in part unless such agreement is embodied in an Amendment  
12 to this AGREEMENT which has been signed by both Parties. This  
13 AGREEMENT supersedes all prior negotiations, understandings,  
14 representations and agreements.

15 IN WITNESS WHEREOF, the Parties hereto have caused this  
16 AGREEMENT to be executed.

17 DISTRICT: FOUNTAIN VALLEY  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

18 BY: \_\_\_\_\_  
19 Authorized Signature

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

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

PRINTED NAME: Patricia McCaughey

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

TITLE: Administrator

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

DATE: July 10, 2020



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: **Agreement with Revenue Enhancement Group, Inc. for Assessment Refund Services**  
DATE: July 29, 2020

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**Background:**

The District has worked with the Revenue Enhancement Group since 2012 to obtain refunds on direct assessment charges for municipal services, allowing the District to lower operating costs. Revenue Enhancement Group reviews and validates direct assessment charges on the District's property tax bill in areas such as sewer, street lighting, sanitation and mosquito abatement and acts on the District's behalf, as necessary, to recover overpayments.

The term of this agreement is from August 7, 2020 to August 6, 2021. This is a contingency fee agreement where the District will pay Revenue Enhancement Group 30% of any savings, refunds or credits recovered.

**Recommendation:**

It is recommended that the Board of Trustees approves Agreement 9985HA with Revenue Enhancement Group, Inc., for the period of one year, beginning August 7, 2020 and ending August 6, 2021, and authorizes the Superintendent or designee to sign all documents.

**Revenue Enhancement Group  
AGREEMENT FOR ASSESSMENT REFUND SERVICES**

Client: Fountain Valley School District

Agreement #: 9985HA

**1. AUTHORIZATION**

**A. Examination of Records.** Fountain Valley School District (“Client”) hereby authorizes Revenue Enhancement Group, Inc. (“REG”) to examine the direct assessment charges (also known as special assessments, benefit assessments, or non ad valorem charges, hereinafter “charges”) appearing on the property tax bills for any and all parcels within California.

**B. Obtaining Savings, Refunds and Credits.** Client hereby authorizes REG to obtain savings, refunds, and credits for any of the above charges on any and all of Client’s parcels in California as far back as the statute allows. These services described generally as “assessment refund services”.

- “Savings” means an adjustment or correction resulting in a reduced charge.
- “Refunds” means a payment from a taxing entity to Client, resulting from an overpayment of a charge.
- “Credits” means an offset granted by a taxing entity against any other past, current or future charge, in lieu of a direct refund.

**2. CONTINGENCY FEES**

**A. Calculation.** This is a contingency fee agreement. Client agrees to pay REG a contingency fee equal to thirty percent (30%) of any savings, refunds, or credits, subject to the time limitations below. All savings, refunds or credits shall be determined on a per-parcel basis. If REG does not obtain any savings, refunds, or credits, then Client shall not pay for services rendered by REG.

**B. Payment.** Client agrees to pay said contingency fee: 1) within 30 days of receipt of a refund payment, and/or 2) within 30 days of notice of a credit, and/or 3) within 30 days of receipt of a tax bill reflecting a savings. After 30 days, Client shall be in default, and the late payment shall be assessed a penalty of ten percent (10%) per annum.

**3. TERM OF AGREEMENT**

The term of the agreement is twelve months from the date this agreement is signed and dated by Client.

**4. SHARED INFORMATION**

**A. Non-compete Clause.** Client agrees not to compete with REG, with respect to its own parcels or any other properties, during the period described in Paragraph 3. Client agrees that REG shall be the exclusive provider of assessment refund services during this period, and any refunds, credits and savings obtained by or for Client shall be subject to this agreement.

**B. Necessary Documentation.** Client agrees to provide REG with any and all necessary letters of authorization, and any and all supporting documentation which it can reasonably produce to enable REG to obtain savings, refunds or credits on behalf of Client, within a reasonable time as required to submit claims within the applicable statutory periods. In the event that Client fails or refuses to provide said letters and documentation, Client agrees to pay REG damages in an amount equal to the contingency fee otherwise due if REG had obtained savings, refunds or credits on behalf of Client.

**5. MISCELLANEOUS PROVISIONS**

**A. No Guarantees.** REG makes no guarantees regarding the likelihood of obtaining a savings, refund or credit. REG does not guarantee that it can identify all potential savings, refund, or credit opportunities. REG is not a law firm, and does not represent Client in a legal capacity.

**B. Legal Fees and Applicable Law.** In the event that either party must seek legal counsel to enforce any provision contained herein, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees, costs, and any and all miscellaneous expenses incurred in connection therewith. The laws of the State of California shall govern the construction and interpretation of this entire agreement.

**C. Severability.** If any provision of this agreement, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this agreement to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this agreement are severable.

**D. Hold Harmless Agreement.** Client agrees to indemnify, release and hold harmless REG from any claims arising from any inaccurate information or documentation that Client provides to REG.

In witness hereof, Client and REG have executed this agreement on the dates listed below.

Revenue Enhancement Group, Inc.

Fountain Valley School District

/s/ Robert Lockhart

/s/ \_\_\_\_\_

Robert Lockhart  
Chief Executive Officer

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

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

Date: 4/23/2020

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



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE CHANGE ORDER #3 FOR THE COX ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**  
DATE: August 3, 2020

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**Background:**

On March 28, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Cox Elementary School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

**Fiscal Impact:**

The total for Change Order #3 is \$316,058.00 and will be taken from the total contingency budget for the Cox project of \$625,000.

**Recommendation:**

It is recommended that the Board of Trustees approves Change Order #3 for the Cox Elementary School Measure O HVAC and Modernization Project.



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE REVISED CHANGE ORDER #3 FOR THE TAMURA  
ELEMENTARY SCHOOL MEASURE O HVAC AND  
MODERNIZATION PROJECT**  
DATE: August 3, 2020

---

**Background:**

On March 14, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Tamura Elementary School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

**Fiscal Impact:**

The total for Change Order #3 is \$112,652.00 and will be taken from the total contingency budget for the Tamura project of \$625,000.

**Recommendation:**

It is recommended that the Board of Trustees approves Change Order #3 for the Tamura Elementary School Measure O HVAC and Modernization Project.



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE CHANGE ORDER #4 FOR THE FULTON MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**  
DATE: August 3, 2020

---

**Background:**

On March 14, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Fulton Middle School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

**Fiscal Impact:**

The total for Change Order #4 is \$108,363.00 and will be taken from the total contingency budget for the Fulton project of \$625,000.

**Recommendation:**

It is recommended that the Board of Trustees approves Change Order #4 for the Fulton Middle School Measure O HVAC and Modernization Project.



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  
Parham Sadegh, IT Supervisor  
**SUBJECT:** **APPROVE THE USE OF IRVINE UNIFIED SCHOOL DISTRICT  
PIGGYBACK BID NO 19/20-01 IT, TECHNOLOGY EQUIPMENT  
AND PERIPHERALS WITH CDWG FOR THE PURCHASE AND  
INSTALLATION OF TOUCH DISPLAYS AND RELATED  
TECHNOLOGIES**  
**DATE:** August 3, 2020

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**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 District has been using the Chino Valley Unified School District contract with CDWG to purchase Viewsonic and related touch display products and services for the last two years, however that contract expired on June 30, 2020. As a consequence, the Fountain Valley School District must pursue an alternative contract in order to continue the purchase of these types of products and services at competitive price. On January 1, 2020, the Irvine Unified School District approved a contract with CDWG, which included a provision for other districts to piggyback.

**Fiscal Impact:**

The use of the Irvine Unified School District piggyback allows the District to purchase touch displays, installation and related products and services at a more competitive price than if the District were to go out to bid on its own.

**Recommendation:**

It is recommended that the Board of Trustees approves the use of the Irvine Unified School District’s Piggyback Bid No. 19/20-01 IT, Technology Equipment and Peripherals for the purchase and installation of touch displays and related technologies.

## AGREEMENT

THIS AGREEMENT, dated the 1st day of January, 2020 in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "District"), and **CDW Government LLC** (successful Bidder, hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. **Time is of the essence.**

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5<sup>th</sup>) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other

professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

10. All items shall be subject to the inspection of the District. Inspection of the items

shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a Limited Liability Company, the undersigned hereby represents

and warrants that the Limited Liability Company is duly incorporated and in good standing in the State of Illinois, and that David Hutchins, whose title is Vice President Strategic Programs, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

22. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

By:   
Signature

John Fogarty  
Print Name

Asst Supt Business Services  
Title

USB Board Approved 12/17/2019

CDW GOVERNMENT LLC

By:   
Signature

David Hutchins  
Print Name

VP, Strategic Programs  
Title

December 18, 2019

Date

12/13/2019

Date

December 17, 2019

Irvine Unified School District  
Board Approval Date

N/A

Contractor's License No. (if applicable)

36-4230110

Tax ID No.

(Corporate Seal of Contractor,  
if corporation)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid pursuant to CDW Government, LLC's response to Bid No. 19/20-01 IT and to the extent allowable by law. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.
2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.
3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

Yes, Piggyback Option Granted

No, Piggyback Option Not Granted

Signature:  Date: 12/13/2019

Print Name: David Hutchins

Title: VP, Strategic Programs

Company Name: CDW Government LLC

Address: 230 North Milwaukee Avenue

Vernon Hills, IL 60061

Email Address: david.hutchins@cdwg.com

Telephone Number: (847) 968-9782

TOBACCO USE POLICY

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

CDW Government LLC  
Name of Contractor

  
\_\_\_\_\_  
Signature

David Hutchins  
Print Name

VP, Strategic Programs  
Title

12/13/2019  
Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

CDW Government LLC

Name of Contractor



Signature

David Hutchins

Print Name

VP. Strategic Programs

Title

12/13/2019

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintain a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CDW Government LLC  
Name of Contractor

  
Signature

David Hutchins  
Print Name

VP, Strategic Programs  
Title

12/13/2019  
Date

## NOTICE REGARDING CRIMINAL RECORDS CHECK

### **EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, CDW Government LLC certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Lincolnshire, Illinois on 12/13/2019.

Date



Signature

David Hutchins

Typed or printed name

VP, Strategic Programs

Title

230 North Milwaukee Ave., Vernon Hills, IL 60061

Address

(847) 968-9782

Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

CDW Government LLC

Name of Contractor

  
\_\_\_\_\_  
Signature

David Hutchins

Print Name

VP. Strategic Programs

Title

12/13/2019

\_\_\_\_\_  
Date



75 Tri-State International  
Lincolnshire, IL 60069  
CDW.com

January 1, 2019

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at [taxteam@cdw.com](mailto:taxteam@cdw.com) should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

# 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CDW LLC**

**2** Business name/disregarded entity name, if different from above  
**CDW Government LLC, CDW Government**

**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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

**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.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **5**  
 Exemption from FATCA reporting code (if any) **N/A**  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**230 N Milwaukee Avenue**

**6** City, state, and ZIP code  
**Vernon Hills, IL 60061**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**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.

**Social security number**

				-					
--	--	--	--	---	--	--	--	--	--

or

**Employer identification number**

3	6	-	3	3	1	0	7	3	5
---	---	---	---	---	---	---	---	---	---

**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.

**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.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **1/8/2019**

**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-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.*



**Irvine Unified School District**  
**Orange County, CA**

**Bid No. 19/20-01 IT**  
**Technology Equipment and Peripherals**

**Bid Deadline/Opening: December 3, 2019 at 2:00 pm**

Contact: Michelle Bennett

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5022

Email: MichelleBennett@iusd.org

## REQUIRED DOCUMENTS

*\*Please return this sheet with your Bid Documents\**

### Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- Piggyback Clause
- Manufacturer's letter(s) authorizing Bidder to sell

### Other Forms not required until after award

- Agreement (Sample Agreement included)
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Technical Specification and Requirements
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

## Bid No. 19/20-01 IT, Technology Equipment and Peripherals

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**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

## NOTICE CALLING FOR BIDS

**DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT**

**BID DEADLINE: December 3, 2019 at 2:00 pm**

**PLACE OF RECEIPT:** Irvine Unified School District  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 19/20-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS will be made available on October 28, 2019 (as a download) at the following website: <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the Bid Documents.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by 11:00 am on November 15, 2019.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District  
Governing Board

By: Michelle Bennett  
Specialist, Information Technology Contracts

Published: October 28, 2017  
November 4, 2017

Newspaper: OC Register

## CALENDAR OF EVENTS

Event	Details	Date
<b>Bid Advertised</b>	Orange County Register	October 28, 2019 November 4, 2019
<b>Bid Posted</b>	IUSD Website	October 28, 2019
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:MichelleBennett@iud.org">MichelleBennett@iud.org</a>	November 15, 2019 at 11:00 am
<b>Response to Questions/RFIs Posted</b>	IUSD Website	On or before November 20, 2019
<b>Bid Deadline/Opening</b>	<b>Irvine Unified School District Office - Board Room</b> 5050 Barranca Parkway Irvine, CA 92604	December 3, 2019 at 2:00 pm
<b>*Board of Education Action</b>	Award of Contract	*anticipated December 17, 2019

\*Date is subject to change at the discretion of the District.

## INFORMATION FOR BIDDERS

### WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU  
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed forms including, but not limited to, the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. Bidders shall submit:

- one (1) original hardcopy and
- two (2) additional hardcopies and
- one (1) electronic copy on CD or flashdrive.

The complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Michelle Bennett**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the bid number and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include all costs associated with the technology equipment and peripherals included on Bid Form Pricing Sheet (hereinafter referred to as “Equipment”, “Project” and/or “Work”) including, but not limited to, shipping, F.O.B. Irvine Unified School District (“District”) or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by respondent to this solicitation (“Bidder”) shall be borne by Bidder and will not alter the requirements identified in this solicitation.

4. Signature. The signatures of all persons shall be in longhand and in ink. Any signature required on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all required insurance documents, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments provided (“Bid Documents”) must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the Bid Documents signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such Bid Documents.

5. Modifications. Changes in or additions to any of the Bid Documents, alternative proposals, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all Bid Documents; visit the sites and determine the local conditions which may in any way affect the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the Project, including the cost of permits and licenses required for the Project; determine the character, quality, and quantities of the Work to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. Irvine Unified School District (District) shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid Documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute “or equal” item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at [MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org) by **November 15, 2019 at 11:00 am pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be posted publicly on the Irvine Unified School District website and hand delivered, emailed or faxed to each Bidder known to have received a set of Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of the Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Work/ Equipment unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of bid, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible Bidder. **The District will determine low bid by calculating the total costs of the proposals against a hypothetical scenario(s).** If two identical low bids are received from responsive and responsible Bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: [www.iusd.org/District\\_services/purchasing/CurrentBidsandRFPs.html](http://www.iusd.org/District_services/purchasing/CurrentBidsandRFPs.html) .

The District's contract award will be made partially on the ability to completely comply with the greatest number of technology catalog categories. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening.

12. Agreement. The form of Agreement which the successful Bidder (Contractor), will be required to execute, is included as the Sample Agreement in the Bid Documents and should be carefully examined by the Bidder. The Agreement may be executed in two (2) original counterparts. The complete Agreement consists of the following, but not limited to, the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Sample Agreement, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, General Conditions, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Technical Specifications and requirements, all required insurance documents, and all modifications, addenda and amendments, if any, and the completed Agreement (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the Bid Documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all Equipment and Work called for in the Bid Documents.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and

experience of persons and organizations proposed for those portions of the Project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the Project, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful Bidder shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Bidder drives on behalf of the District in the course of providing Equipment and performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the Bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful Bidder, and prior to proving Equipment and commencing the Work under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all Equipment provided and Work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. New Equipment. Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. District shall be the first user of the equipment. All items furnished under this Bid shall consist of new and original components.

18. **Brand Names and Model Numbers.** Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved substitutes of equal specifications and capabilities those specified are acceptable unless otherwise indicated in this bid request.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Bidders should note that the referenced Equipment in their bids are for the same items as specified by designating “New Number” in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

19. **Substitutions.** All items bid must conform to the terms and conditions set forth in these Bid Documents. The District reserves the right to reject all bids that do not conform to the Bid Documents.

Whenever in specifications any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

A.) **SHORT LIST.** Should the Bidder wish to request prior to bid opening, any substitution for the Equipment specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI’s), in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders and as noted on the Calendar of Events.** Bidders submitting RFIs requesting substitutions of “or equal” Equipment should include the line number, description, and manufacturer and model no. listed on the Bid Documents, and the manufacturer and model no. of the proposed “or equal” Equipment. Descriptive technical literature fully describing the claimed “or equal” Equipment (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of “equals” rest in the sole discretion of the District. Requests for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum posted to the District website and issued to all Bidders of record. It is the Bidder’s responsibility to monitor the District website for changes, updates, revisions and/or uploaded documents.

B.) **CATALOG DISCOUNT.** For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted “Brands/Manufacturers” on the Bid Form Pricing Sheet. Bidders are not required to offer

Equipment from all manufacturers listed in the description. Bidders may propose additional “or equal” manufacturers. Suitability and valuation of “equals” rest in the sole discretion of the District.

- C.) **AFTER AWARD.** After Award the successful Bidder (“Contractor”) may delete Equipment removed from the market by the manufacturer or and/or add Equipment introduced to the market by the manufacturer under the following conditions:
- a. Deleted Equipment has been discontinued and are no longer available from the manufacturer;
  - b. Added equipment is a direct replacement for original Equipment listed in the bid, Contractor’s bid, the resulting Agreement and/or any Purchase Agreements;
  - c. Contractor has obtained prior written District Board approval; and
  - d. Contractor receives an executed Amendment to the Agreement and/or a revised purchase order.

It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the “or equal” Equipment or Work offered as a substitution by the Bidder is not acceptable, in the sole opinion of the District, and an Addendum with the proposed “or equal” item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment or Work specified by the District in the Bid Documents. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the Bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive.

In the event successful Bidder furnishes material, process, service or equipment other than what was specified in the Bid Documents and Bidder’s bid and which has been accepted by the District and which later is defective, then Bidder at its sole cost and expense shall furnish the District specified Equipment or Work or fully replace with new, the defective material process, service or equipment, at District’s discretion.

In the event Bidder furnishes material, process service, or equipment more expensive than specified in the Bid Documents and Bidder’s bid, the difference in cost of such material, process, service, or equipment so furnished shall be borne by Bidder. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Bidder. Any difference in cost between an approved substitution which is lower in cost than the originally specified Equipment or Work shall be refunded or credited by Bidder to District.

20. Sample Equipment for Evaluation. Samples of Equipment may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder’s expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

21. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents.

22. Warranty/Quality. Bidder shall guarantee that the Equipment shall perform against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

23. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

24. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of Equipment and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders. **Bid all items F.O.B., Irvine Unified School District** or as directed by the purchase order of said District.

25. Contract Performance. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

26. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

29. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

30. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Bidder, other public agencies within the counties of the State of California may procure identical Equipment, excluding services, off this bid under the same terms and conditions and at the same percentage discount, pursuant to sections 20118 (K-12 school Districts) and 20652 (Community College) of the Public Contract Code.

The Irvine Unified School District waives its right to require such other Districts and offices to draw their warrants in the favor of the District as provided in said Code section. Public agencies who elect to piggyback on this Bid and the resulting Agreement shall process their purchase orders and warrants directly to the successful Bidder upon agreement by the District and the successful Bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

31. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the Bid Documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

32. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided the similar type (s) of Equipment and Work to another large school District or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of equipment provided and work completed. District reserves the right to contact all references even if Bidder has provided the same type of equipment and/or work for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information

concerning Bidder which the District deems pertinent and to consider such information in evaluating the Bidder's bid.

33. Public Information. All Equipment received by the District in response to this bid shall be made available to the public. If any part of a Bidders bid and/or supporting documentation and/or samples is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the Bid Response Documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder and/or its principals are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

35. Right to Negotiate Better Prices in the Best Interest of the District. The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract.

36. Small Project Applicability. Public Contract Code allows purchase orders to be issued without public bidding for purchases with a cost below \$92,600.00 for the year 2019, to be indexed each calendar year. To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit. Lump sum proposals may be accepted for Projects below this cost threshold.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**WEBSITE FOR ONLINE CATALOG:** \_\_\_\_\_

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**BID NO. 19/20-01 IT,**

**TECHNOLOGY EQUIPMENT AND PERIPHERALS**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT  
5050 BARRANCA PARKWAY  
IRVINE, CA 92604**

BID FORM

**Bidder Name:** \_\_\_\_\_

**To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”**

1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Technical Specifications and Requirements, General Conditions, Sample Agreement, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following:

**Bid No. 19/20-01 IT Technology Equipment and Peripherals**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All quantities shall be based on annual purchases by District within one calendar year.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities,

labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or now expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, W-9, Technical Specification and Requirements, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Name(s) of primary contact(s) who will service this contract/account.

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. How many years of experience has Bidder had providing schools with technology equipment similar to that included in the scope of this Project?

\_\_\_\_\_

9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.

Yes                       No

If Yes, provide name of public agency and details of the dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is does not hold required licenses and permits.

11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the items sold.

12. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

13. The Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.

15. **Time is of the essence.**

16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.

17. Failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.

18. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.**

19. All prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.

20. List of References. Please provide references of school districts and/or any public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.

1. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

## **Bid No. 19/20-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS**

### **BID FORM PRICING SHEET**

**Name of Bidder:** \_\_\_\_\_

**Website of Online Catalog:** \_\_\_\_\_

All items shall be complete including applicable delivery, installation, and miscellaneous costs, but do not include California sales taxes in the quoted prices. Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "**or equal**", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, *subject to District approval*.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District ***within the timeframe stated for Requests for Information (RFI's)***, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and

costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

**EXAMPLE**

Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	\$250	5%	\$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	\$250	7%	\$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	\$250	10%	\$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	\$250	13%	\$217.50

Short List Bid Items						
Line #	Description	Manufacturer & Model No.	Est. Qty (annual)	Unit Cost	Discount %	Extended Price Per Unit
1	HP Chromebook 11 G7 11.6"	6QY22UT#ABA	1			
2	Google Chrome Management Console License - Education	CROSSWDISEDU	1			
3	AVerCharge C36i+ Cart	CHRG36i+	1			
4	HP Laserjet Pro M404n	HP, W1A52A#BGJ	1			
5	HP Color LaserJet Enterprise M553n	HP, B5L24A#BGJ	1			
6	Cisco Catalyst 4500 Switch L3	WS-C4500X-16SFP+	1			

7	Cisco Catalyst 2960X Switch L2	WS-C2960X-48FPD-L	1			
8	Cisco Catalyst 3850 L2	WS-C3850-12X48U-L	1			
9	HP/Aruba Indoor Access Point AP-335	HPE, JW825A	1			
10	HP/Aruba Outdoor Access Point AP-375	HPE, JZ173A	1			
11	HP/Aruba AP/PEF/RFP license	HPE, JW619AAE	1			
12	Schneider Electric UPS 6KVA	SURTD6000RMXLP3U	1			
13	Epson PowerLite 975w	V11H835020	1			
14	Epson PowerLite 685w	V11H744520	1			
15	Epson ELPLP64 projector lamp	V13H010L64	1			
16	Aver CP3 75" Interactive Display	CP3-75i	1			
17	Samsung QB-R 65" Digital Signage Display	QB65R	1			
18	AVer F70W Wireless Doc Cam	VSIONF70W	1			
19	Lightspeed Topcat Access Speaker System	TCA-FF-M	1			
20	Installation Service - Lightspeed Topcat Access	N/A	1			
21	AtlasIED PoE+ Indoor Wall Mount Loudspeaker	IP-SDM	1			
22	Installation Service - AtlasIED Loudspeaker	N/A	1			

**Catalog Discount:**

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

**EXAMPLE**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
1.	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brand A, Brand C, Brand D	_____20_____ % Catalog Discount

**General Hardware Catalog Type Items**

	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
23	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel or AMD based computers and systems.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
24	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
25	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount
26	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.	<input type="checkbox"/>	<input type="checkbox"/>		_____ % Catalog Discount

27	Printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount
28	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount
<b>Network, Data Center, and Security Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
29	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount
30	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount
31	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount
32	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount
33	Network management software or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount

34	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____ % Catalog Discount
35	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____ % Catalog Discount
36	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____ % Catalog Discount
37	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____ % Catalog Discount
<b>General Software Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
38	Major software publisher programs including licensing with media option or full packaged products. Academic discounts must be applied when available. Major software publishers may include, but are not limited to: Adobe, Google, and Microsoft.				_____ % Catalog Discount
<b>Audio Visual Catalog Type Items</b>					
	<b>Description</b>	<b>Can Comply?</b>		<b>Brand/Manufacturer</b>	<b>Catalog Discount (based on MSRP)</b>
		<u>YES</u>	<u>NO</u>		
39	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____ % Catalog Discount
40	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean, Samsung, Smart Technologies, Viewsonic.				_____ % Catalog Discount

41	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount
42	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount
43	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount
44	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount
<b>Services</b>					
	Description	Can Comply?		Brand/Manufacturer	Catalog Discount (based on MSRP)
		YES	NO		
45	Configuration Services, including but not limited to: asset tagging, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount
46	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount
47	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount

**\* Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.**

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

**Vendor Name:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.**

**Individual** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Business Address: \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signature: \_\_\_\_\_, President Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
Signature: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

\*\*\*\*\*

**Joint Venture** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Other Parties to Joint Venture**

***If an individual*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Partnership*** Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Corporation*** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

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

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS

The \_\_\_\_\_  
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of

\_\_\_\_\_ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, 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 all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.
  
2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.
  
3. Acceptance or rejection of this clause will not affect the outcome of this Bid.

- Yes, Piggyback Option Granted
  
- No, Piggyback Option Not Granted

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL

## SAMPLE AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “District”), and \_\_\_\_\_, (successful Bidder, hereinafter referred to as “Contractor”).

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents for **Bid No. 19/20-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer’s letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Notice Regarding Criminal Records Check, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, General Conditions, this Sample Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 19/20-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and Contractor(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code

section 17596 (K-12). The maximum term of the Agreement is five (5) years.

**5. Time is of the essence.**

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

- (i) Cease operations as it applies to the District in the notice;
- (ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 19/20-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5<sup>th</sup>) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses,

anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

10. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b. No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that

the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

14. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

16. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

17. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.
- (2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

19. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

20. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

21. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

22. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License No. (if applicable)

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)

TOBACCO USE POLICY

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintain a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the Work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the Work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**TECHNICAL SPECIFICATIONS AND REQUIREMENTS:**

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## GENERAL CONDITIONS

1. The purpose of this bid is to purchase technology equipment and peripherals (as needed) for various sites throughout the Irvine Unified School District.
2. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing District, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

**The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.**

4. TERM OF AGREEMENT: The initial term of the Agreement is through December 31, 2021. Term of the Agreement may be extended upon mutual consent of District and successful Bidder(s) for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.
5. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products.** Quoted prices must stay in effect for the initial term of the Agreement .
6. EQUIPMENT QUOTING REQUIREMENTS: Successful Bidder(s) will be required to include the following information on quotes requested by the District:
  - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
  - (b) **Non-Specified items listed on Bid** as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.
7. DELIVERIES: **Tailgating Deliveries will not be accepted.** Delivery shall be made as agreed upon by successful Bidder and District, within sixty (60) days after receipt of a purchase order, unless successful Bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When Equipment is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by Bidder.

8. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.
9. CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in bid from Bidder's catalog. The District requests that Bidders list a percentage discount on Bidders entire technology equipment and peripherals in addition to the specific models of Equipment that are listed individually in this bid. Please state percent discount to deduct from MSRP at the designated place on the Bid Form Pricing Sheet. The discount will apply to the **current and future** MSRP at the time orders are placed. Bidder may offer different discounts for separate manufacturers of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer on the Bid Form Pricing Sheet. Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Documents.
10. PRICING: The quoted prices shall remain in effect for the initial term of the Agreement after award of bid, and thereafter for any one-year term extension(s). Compensation for all Equipment and Work provided under the terms of this Agreement shall be subject to adjustment annually to compensate for inflation. In the event that Bidder proposes to increase or decrease the rates for the technology equipment and peripherals as specified herein, the Bidder shall provide the District with a written price adjustment proposal on or before **October 15** of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective January 1 every year that the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually.
11. PRICE ADJUSTMENTS: The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
12. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. For resellers/distributors, a manufacturer's

letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Equipment or Work offered by the manufacturer through the Bidder named in the Bid Documents.

13. DISCONTINUED AWARDED LINE ITEMS: Successful Bidder(s) are required to immediately notify the Purchasing Department when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful Bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal.
14. WARRANTIES AND GUARANTEES: Successful Bidder(s) expressly warrant that the Equipment covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid and any resulting Agreements.
16. NO ASSIGNMENT: The successful Bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
17. HAZARDOUS MATERIALS/SUBSTANCES: If any Equipment that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Contractor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
19. HOLD HARMLESS/INDEMNIFY: The successful Bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers,

agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the Bidder in the performance of this Agreement.

20. **NO WAIVER**: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**: Each and every provision of law and clause required by law to be inserted in these Bid Documents and resulting Agreement(s) shall be deemed to be inserted herein and the Bid Documents and Agreement(s) shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
22. **SEVERABILITY**: If any provisions of the Bid Documents and/or Agreement(s) shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of these Bid Documents and/or Agreement(s), which shall remain valid and enforceable according to its term.
23. **DEFAULT**: If successful Bidder fails or neglects to furnish and/or deliver the specified Equipment or Work at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of these Bid Documents in their entirety, the District reserves the right to cancel existing orders of Equipment and/or Work affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.
24. **DRIVING ON PREMISES**: The successful Bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.



Fountain Valley School District  
Personnel Department

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **APPROVAL OF COMPANY NURSE: DIGITAL SCREENING AND  
NURSE TRIAGE SERVICES AGREEMENT**  
DATE: August 3, 2020

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**Background:**

As we navigate the COVID-19 pandemic and implement CDPH guidance in preparation for the 2020-2021 school year, it is essential for employees to conduct daily health screenings in an effort to prevent the spread of the coronavirus. Company Nurse Digital Screening service is an online tool that screens employees for symptoms of COVID-19. In an effort to prevent employees who are sick reporting to work, FVSD employees will be required to access the digital screening tool via a smart phone or personal device daily and answer CDC guidelines questions related to symptoms of COVID-19.

**Fiscal Impact:**

The cost for the Digital Screening tool is based on a per employee amount, not to exceed \$12,000 for the 2020-2021 school year.

**Recommendation:**

It is recommended that the Board of Trustees approves the Company Nurse: Digital Screening and Nurse Triage Services Agreement for the 2020-2021 school year.




  
**DIGITAL SCREENING AND NURSE TRIAGE**
  
**SERVICES AGREEMENT**

This Agreement (the "Agreement"), dated 7/16/2020, is between Company Nurse, LLC, a Nevada limited liability company (the "Company"), and Fountain Valley School District, a Other (the "Client").

### RECITALS

A. The Client has requested assistance in the assessment of individuals returning to work, events, locations, and/or continuing in work during and after the COVID-19 pandemic.

B. The Company and/or its licensors have developed an assessment application and tool (the "Application") with accompanying, optional triage services as described on Exhibit A to assist clients in the assessment of individuals.

C. The Client desires the use of the Application and to engage the Company for the Services (as defined below), subject to the terms and conditions of this Agreement.

D. The Client can choose to Opt-In or Opt-Out for Usage Based Services.

### AGREEMENT

NOW, THEREFORE, based on the premises and the terms and conditions herein, the parties hereby agree as follows:

#### I. SERVICE DATE AND TERM

1.1 Date Services are to Begin: The proposed start date for Users (as defined below) to use the Application and the Services is 8/3/2020.

1.2 Term: The initial term of this Agreement is one month, and shall automatically renew at the end of the term and each month thereafter, unless one party notifies the other party of its intent not to renew at least fifteen (15) days prior to the end of this Agreement.

#### II. SERVICES

2.1 Scope of Services to be Provided: Subject to the terms and conditions of this Agreement, and solely for the duration of this Agreement, the Company shall use commercially reasonable efforts to provide authorized

individuals of the Client (each, a "User," collectively, "Users") access to the Application and the Services. The term "Services" includes all the software, applications, widgets, tools, and functionality made available through the Services, including our platform, the help desk system, and related support services. Any new features which augment or enhance the current Services, including the release of new features or products, including those that require additional fees, are also included in the term "Services." However, the term "Services" does not include Add-on Services. "Add-on Services" means any services we provide in addition to your use of the above-mentioned software, such as human resources consultations, which will be governed by a separate agreement. Subject to the terms and conditions of this Agreement and solely for the duration of this Agreement, the Company hereby grants the Client and Users a non-exclusive, non-sublicensable, nontransferable, license to access and use the Application, solely for internal business purposes as set forth herein. In addition, if the Application or the Company directs a User to call one of the Company's nurses, then a User shall have access to the Services. The Company will report to the Client the use and results of the Application and the Services on a regular basis, as agreed between the parties.

2.2 Medical and Emergency Care Exclusion: Neither the Application nor the Services are intended to provide medical or emergency care for any conditions. If the Company receives a call that is assessed as an emergency, the Company will immediately direct the User to hang up and access the local emergency medical services. The Client shall make Users aware of this policy so as not to delay emergency care.

#### III. PAYMENT FOR SERVICES

3.1 Fees: The Client shall pay the Company the fees described on Exhibit A.

3.2 Taxes: Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If the Company shall be liable for or shall pay any of the foregoing, same shall be immediately paid by the Client to the Company in addition to the price of the Services.

3.3 Payments and Terms: Payment from the Client to the Company shall be due: (a) for Subscription Fees (as defined on Exhibit A), on a monthly basis, charged on a day of each month selected by the Company for



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**SERVICES AGREEMENT**

Services for that month, and (b) for Usage Based Fees (as defined on [Exhibit A](#)) and only if client agrees to Opt-In, on a monthly basis, charged on a day of the month selected by the Company for usage based fees for the preceding month. If user registration exceeds monthly subscription amount for any month, Client shall be charged \$1 per registered user per month for overages. The amounts stated on [Exhibit A](#), plus any taxes, assessment or charges, will be charged to the Client's credit card or ACH on filed with the Company. The Company shall also have the right to charge the Client's credit card or ACH for any partial months or weeks. The Client shall pay the entire amount due to the Company without offset or deduction. If the Company believes in good faith that the Client's ability to make payments may be impaired or if the Client shall fail to pay any invoice when due, the Company may suspend Service until such payment is made or cancel Service, and the Client shall remain liable to pay for any Service already rendered. Any payment received from the Client may be applied by the Company against any obligation owing from the Client to the Company. The Client shall pay interest on any amount due to the Company not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. Notwithstanding the foregoing or anything herein, if the Client fails to make payment when due, the Company may pursue any legal or equitable remedies, in which event the Company shall be entitled to reimbursement for costs of collection and reasonable attorneys' fees.

#### **IV. CONFIDENTIALITY, COMPLIANCE AND IP RIGHTS**

4.1 Obligation to Maintain Confidential Information: The Company and the Client recognize that in the course of their discussions and in the performance of the terms and conditions of this Agreement, it may become necessary for either or both parties to disclose Confidential Information orally and/or in writing. As used herein, "Confidential Information" means any information of either party that is a confidential or proprietary nature, including, without limitation, the Application and the Services, and any information regarding Users, customers, vendors, suppliers and or business partners. Both parties intend that any Confidential Information disclosed by either party shall be used by the other party only in furtherance of this Agreement and the services to be provided hereunder. No Confidential Information may be disclosed to third parties without the express written

consent of the disclosing party. The Company and the Client agree that with respect to exchanges of Confidential Information under this Agreement, they may each be considered a disclosing and/or receiving party, depending upon the context.

4.2 Equitable and Legal Relief: Each party acknowledges that all the disclosing party's Confidential Information is owned solely by the disclosing party (and/or its licensors), and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. When either party becomes aware of a breach of this section, they shall immediately notify the other party to determine the potential or realized impact to the other party and potential remedies that may be available to avoid unnecessary legal action. A disclosing party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Notwithstanding the foregoing, each party shall also have the right to pursue any other rights or remedies available at law or in equity for such a breach. In the event any action shall be brought by either party hereto against the other on account of the breach of any provisions, covenant or condition herein contained, the prevailing party in said action shall be reimbursed by the other party for all reasonable costs and expenses incurred in connection with litigation, including, without limitation, reasonable attorneys' fees.

4.3 Compliance. The Client represents and warrants to the Company at all times during the effectiveness of this Agreement the Client shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, any and all laws, rules, regulations and ordinances governing workplace injuries and drug screening.

4.4 Use. The Client will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Application or any software, documentation or data related to the Application ("Software"); (ii) modify, translate, or create derivative works based on the Application or any Software; (iii) use the Application or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary


  
**DIGITAL SCREENING AND NURSE TRIAGE**
  
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notices or labels; or (v) use any Software or the Application in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with the Application or the Services. For the avoidance of doubt, the Application, and the Services and the Software, including all user-visible aspects of the Application, are the Confidential Information of the Company.

4.5 IP Rights. The Client shall own all right, title and interest in and to the specific User information transmitted through the Application and the Services (the "Customer Data"). The Company (or its licensors) shall own and retain all right, title and interest in and to (i) the Application, the Software and the Services and all improvements, enhancements or modifications thereto and derivative works thereof, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent the Client acquires any right, title or interest in any Services IP, the Client hereby irrevocably assigns, transfers and conveys all of its right, title and interest in and to such Services IP to the Company. The Client hereby grants to the Company a non-exclusive, transferable, sublicensable, worldwide and royalty-free perpetual license to use and otherwise exploit (i) Customer Data to provide the Services to the Client hereunder and as necessary or useful to monitor and improve the Application, Software and/or the Services, both during and after the Term, and (ii) to use anonymized, de-identified Customer Data for any purpose, including, without limitation, the improvement of the Services or for the provision of other services. For the avoidance of doubt, the Company may use, reproduce and disclose Application-, Software- and Services-related information, data and material that is anonymized, deidentified, or otherwise rendered not reasonably associated or linked to an identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by the Company.

## V. INDEMNIFICATION

5.1 Indemnification for the Client: The Company will defend, protect, indemnify and hold the Client harmless for, from and against any liability, damages, harm, claims, proceedings, lawsuits, costs, or expenses (including, without limitation, reasonable attorneys' fees and costs) ("Claims") solely directly

relating to the Company's gross negligence or intentional misconduct arising out of the Services.

5.2 Indemnification for the Company: The Client will defend, protect, indemnify and hold the Company harmless for, from and against any Claims arising directly or indirectly out of or related to: (a) any breach of this Agreement; (b) any breach or failure of the Client to protect Users personal information; (c) any Claims by Users, the Client's employees or third parties regarding the use or misuse of the Application or the Services, including, without limitation, any claims that the Application did not properly assess a User's status; and/or (d) the failure of the Client to comply with any applicable federal, state or local laws, rules or regulations. The Client expressly acknowledges and agrees that any and all decisions regarding having an employee return to work or continue to work are solely and exclusively vested in the Client and the Company has no decision making authority over such decisions.

5.3 Disclaimer of Warranties. THE COMPANY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION OR THE SERVICES OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE APPLICATION OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, THE COMPANY DISCLAIMS ANY WARRANTY THAT THE APPLICATION AND/OR THE SERVICES, OR THE OPERATION OF THE APPLICATION OR THE SERVICES ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. THE COMPANY HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

5.4 Disclaimer of Consequential Damages. THE COMPANY HAS NO LIABILITY TO THE CLIENT OR A USER WITH RESPECT TO THE APPLICATION OR THE SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF THE

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**SERVICES AGREEMENT**

COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5 Limitations of Liability. THE COMPANY'S TOTAL LIABILITY TO THE CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS WITH RESPECT TO THE APPLICATION OR THE SERVICES IS LIMITED SOLELY TO THE AMOUNT OF FEES PAID FOR THE APPLICABLE SERVICES.

**VI. TERMINATION**

6.1 Termination for Convenience: Either party may terminate this Agreement at any time after the initial month term for any reason upon fifteen (15) days written notice to the other party (email is acceptable).

6.2 Termination by The Company: The Company may terminate this Agreement for cause immediately if the Client fails to perform as required by the terms herein, including, without limitation, any payment obligations hereunder. The Company reserves the right to terminate or suspend the performance of Services or access to the Application in the event that the Client's credit card is declined or ACH payment is rejected. In any event, the Client shall pay the Company for any services performed through the termination date.

**VII. CHOICE OF LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Venue for any legal action relating to this Agreement shall lie exclusively in a court of appropriate jurisdiction within Phoenix, Arizona. The parties hereby irrevocably attorn to the jurisdiction of such court for any disputes arising out of this Agreement.

**VIII. FORCE MAJEURE**

If either party to this Agreement is rendered unable, wholly or in part, by an event of force majeure or any other cause not reasonably within its control, to perform or comply with any obligation or condition of this Agreement, such party shall, upon giving notice and reasonably full particulars to the other parties, be relieved of such obligation or condition during the continuance of such inability. The term "force majeure" shall include Acts of God, natural disasters, pandemics, fire, accidents,

breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain or maintain telephonic communication because of power failure or failure by the telephone company, inability to obtain materials, supplies, permits of labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military. Notwithstanding the foregoing, this Section shall not apply to any payment obligations of the Client hereunder.

**IX. NOTICES**

When either party wishes to give notice to the other, each such notice shall be in writing and delivered by overnight delivery or registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

As to the Company:      Company Nurse, LLC  
8360 E Via De Ventura  
Suite L-200  
Scottsdale, AZ 85258  
Attn: Chief Executive Officer

As to the Client:      Fountain Valley School District  
10055 Slater Ave  
Fountain Valley      CA      92708  
Attn: Cathie      Abdel

Any such notice is effective when received by the addressee. Either party may change its address by giving written notice thereof to the other party as provided in this paragraph.

**X. GENERAL**

No rights, duties, agreements or obligations of either party hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other; provided, however, that the Company may assign, transfer or convey this Agreement in connection with a merger, sale of all or substantially all of the Company's assets or sale of all or substantially all of the Company's membership interests. Any attempted or purported assignment in contravention hereof shall be void. Notwithstanding the foregoing, the Company's obligations under this Agreement may be performed by divisions, subsidiaries or

**COMPANY NURSE™**  
Because Accidents Happen™  
**DIGITAL SCREENING AND NURSE TRIAGE**  
**SERVICES AGREEMENT**

affiliates of the Company. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any

provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS HEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized officers in duplicate original counterparts, each of which shall be deemed an original hereof and this Agreement shall be effective as of the Effective Date.

**COMPANY NURSE, LLC**

**Fountain Valley School District**

DocuSigned by:  
*Paul Binsfeld*  
By:   
1D9FE4C03AC5420...  
Name: Paul Binsfeld  
Title: President  
Signature Date: **7/16/2020**

DocuSigned by:  
*Cathie Abdel*  
By:   
FE3FD0AC42DD4C5...  
Name: Cathie Abdel  
Title: Assistance Superintendent, Personnel  
Signature Date: **7/16/2020**

Board meeting August 6, 2020



Fountain Valley School District  
Support Services  
2020-2021 A

M E M O R A N D U M

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Agreement 2020-2021 A**  
DATE: August 3, 2020

---

**Background:**

According to the Special Education Agreement signed on July 20, 2020, between Parent and the Fountain Valley School District, Parties agree that Aveanna LVN will provide health and nursing services to Student on all school days during the 2020-2021 school year. Term of settlement agreement is September 9, 2020 through June 30, 2021.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approve this agreement 2020-2021 A.

Board meeting August 6, 2020



Fountain Valley School District  
Support Services  
2020-2021 B

M E M O R A N D U M

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Special Education Agreement 2020-2021 B**  
DATE: August 3, 2020

---

**Background:**

According to the Special Education Agreement signed on July 16, 2020, between Parent and the Fountain Valley School District, Parties agree that ASC LVN will provide health and nursing services to Student on all school days during, the 2020-2021 school year. Term of settlement agreement is September 9, 2020 through June 30, 2021.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approve this agreement 2020-2021 B.



Fountain Valley School District  
Support Services  
2020-2021 C

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Board Item – Special Education Agreement 2020-2021 C**  
DATE: August 3, 2020

---

**Background:**

According to the Special Education Agreement signed on July 22, 2020, between Parent and the Fountain Valley School District, Parties agree that Maxim LVN will provide health and nursing services to Student on all school days during the 2020-2021 school year. Term of settlement agreement is September 9, 2020 through June 30, 2021.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approve this agreement 2020-2021 C.



Fountain Valley School District  
Support Services  
2020-2021 D

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Smith, Director, Support Services  
SUBJECT: **Board Item – Special Education Settlement Agreement 2020-2021 D**  
DATE: August 3, 2020

---

**Background:**

According to the Special Education Settlement Agreement signed on July 18, 2020, between Parents and the Fountain Valley School District, it was agreed to reimburse parents not to exceed Thirty Six Thousand Dollars (\$36,000.00) for tuition costs incurred by Parents on behalf of the Student during the 2020-2021 regular school year. Term of agreement is July 13, 2020 through June 30, 2021.

**Fiscal Impact:**

Not to exceed \$36,000.00

**Recommendation:**

It is recommended that the Board of Trustees approve this settlement agreement 2020-2021 D.

2020/2021

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: July 28, 2020

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: August 6, 2020

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

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
N/A	Cornerstone Therapies W21117	N/A	July 1, 2020 to June 30, 2021
	Cornerstone Therapies W21118	\$181.84	July 1, 2020 to June 30, 2021
N/A	Professional Tutors of America, Inc. W21119	N/A	July 1, 2020 to June 30, 2021
	Professional Tutors of America, Inc. W21120	\$1,000.00	July 1, 2020 to June 30, 2021
	Regents of the University of California at Irvine dba The Center for Autism & Neurodevelopmental Disorders W21121	\$5,000.00	August 7, 2020 to June 30, 2021

Approved by the FVSD Board of Trustees  
August 6, 2020

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

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

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,  
Cornerstone Therapies  
 Nonpublic School/Agency

LEA,  
Fountain Valley School District

By: \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

By: \_\_\_\_\_  
 Signature Date  
Dr. Mark Johnson, Superintendent  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

\_\_\_\_\_  
 Name  
Cornerstone Therapies  
 Nonpublic School/Agency/Related Service Provider

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone Fax

\_\_\_\_\_  
 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

**EXHIBIT A: 2020-2021 RATES**

**CONTRACTOR** Cornerstone Therapies **CONTRACTOR NUMBER** W21117 **2020-2021**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

**A. Basic Education Program/Special Education Instruction**

Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1)	a. Language and Speech Therapy – Clinic	\$ 90.92	Per Hour
	b. Language and Speech Therapy – School/Home (Off Site)	\$ 105.41	Per Hour
	c. Language and Speech Therapy – Group	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate (Off Site)	\$ 105.41	Per Hour
(2)	a. Occupational Therapy – Clinic	\$ 90.92	Per Hour
	b. Occupational Therapy – School/Home (Off Site)	\$ 105.41	Per Hour
	c. Occupational Therapy – Group	_____	_____
	d. Occupational Therapy – Per diem	_____	_____
	e. Occupational Therapy – Consultation Rate (Off Site)	\$ 105.41	Per Hour
(3)	a. Physical Therapy – Clinic	\$ 90.92	Per Hour
	b. Physical Therapy – School/Home (Off Site)	\$ 105.41	Per Hour
	c. Physical Therapy – Group	_____	_____
	d. Physical Therapy – Per diem	_____	_____
	e. Physical Therapy – Consultation Rate (Off Site)	\$ 105.41	Per Hour
(4)	a. ABA – 1:1 IBI Master – Clinic	\$ 80.00	Per Hour
	b. ABA – 1:1 IBI Master – School/Home (Off Site)	\$ 87.77	Per Hour
	c. ABA – 1:1 BCBA Board Certified – Clinic	\$ 58.00	Per Hour
	d. ABA – 1:1 BCBA Board Certified – School/Home (Off Site)	\$ 67.12	Per Hour
	e. ABA – 1:1 BA Level RBT Certified – Clinic	\$ 58.00	Per Hour
	f. ABA – 1:1 BA Level RBT Certified – School/Home (Off Site)	\$ 67.12	Per Hour
	g. ABA – 1:1 H.S. Diploma RBT Certified – Clinic	\$ 58.00	Per Hour
	h. ABA – 1:1 H.S. Diploma RBT Certified – School/Home (Off Site)	\$ 67.12	Per Hour
(5)	IEP Meeting	\$ 105.61	Per Hour
(6)	Evaluations – Clinic	\$ 228.56	Per Hour up to 2hrs
		\$ 91.10	Additional hour

2020/2021

HBUHSD Contract # W21118

Please refer to this number on correspondence, invoices, etc.

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	CORNERSTONE THERAPIES	
Address City, State/Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	18700 BEACH BLVD., SUITE 120 HUNTINGTON BEACH, CA 92648	
LEA Case Manager	JENNY MC CANN		Phone	714-962-6760	Fax 714-962-5161
Student Last Name	Student First Name	Program Contact Name		JILL BOOCOCK, BILLING ADMINISTRATOR	
D.O.B.	I.D. #	Phone	Fax		
Grade Level	Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days	Number of Weeks		
Address City, State/Zip	Education Schedule – Extended School Year				
	Number of Days	Number of Weeks			
	Contract Begins	07/01/20	Ends	06/30/21	
Home Phone	Business/ Mobile Phone	Master Contract Approved by the Governing Board on:			08/06/20

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
<del>A: BASIC EDUCATION</del>									
<del>B: RELATED SERVICES</del>									
<del>1: Transportation</del>									
<del>a: Paid to NPS/A</del>									
<del>b: Reimburse Parent</del>									
<del>2: Counseling</del>									
<del>a: Group</del>									
<del>b: Individual</del>									
<del>3: Adapted P.E.</del>									
<del>4: Speech/Language</del>									
<del>a: Individual - Clinic - GOMP Hours to be completed by 6/30/21</del>			X		\$ 90.92/hour	NTE 2.0hrs	2		\$ 181.84
<del>b: Group</del>									
<del>c: Consultation</del>									
<del>5: Occupational Therapy</del>									
<del>a: Therapy</del>									
<del>b: Consultation</del>									

2020/2021

HBUHSD Contract # W21118

Please refer to this number on correspondence, invoices, etc.

B: RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
								<b>A + B TOTAL COST</b>	<b>\$ 181.84</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 181.84

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 181.84

Other Provisions/Attachments:

Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly X Trimester \_\_\_\_\_ Other (Specify) \_\_\_\_\_

APPROVED BY THE GOVERNING BOARD ON 08/06/20

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

CORNERSTONE THERAPIES  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
(Name of Superintendent or Authorized Designee)

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,  
Professional Tutors of America, Inc.  
Nonpublic School/Agency

LEA,  
Fountain Valley School District

By: \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

By: \_\_\_\_\_  
 Signature Date  
Dr. Mark Johnson, Superintendent  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

\_\_\_\_\_  
 Name  
Professional Tutors of America, Inc.  
Nonpublic School/Agency/Related Service Provider

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone Fax

\_\_\_\_\_  
 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

**EXHIBIT A: 2020-2021 RATES**

CONTRACTOR Professional Tutors of America CONTRACTOR NUMBER W21119 2020-2021  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
_____	_____
_____	_____

**A. Basic Education Program/Special Education Instruction**  
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1) Academic Tutoring – Sped. Credential/General Ed. Credential	\$ 80.00	Per Hour
(2) a. Educational Counseling & Guidance – Individual	\$ 125.00	Per Hour
b. Educational Counseling – E.R.I.C.S. / E.R.M.H.S.	\$ 125.00	Per Hour
c. Counseling – Parent Training	\$ 125.00	Per Hour
(3) a. Language and Speech Development & Remediation – Individual	\$ 120.00	Per Hour
(4) a. Occupational Therapy – Individual	\$ 120.00	Per Hour
(5) Behavior Intervention		
a. Behavior Intervention and Implementation (BII)	\$ 75.00	Per Hour
b. Behavior Intervention – Design or Planning (BID)	\$ 120.00	Per Hour
(6) Academic Assessment		
a. Scantron Performance and Achievement Series	\$ 80.00	Per Hour
d. Woodcock Johnson IV	\$ 80.00	Per Hour
(7) Vocational Education and Career Development	\$ 90.00	Per Hour

2020/2021

HBUHSD Contract # W21120

Please refer to this number on correspondence, invoices, etc.

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	PROFESSIONAL TUTORS OF AMERICA, INC.	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	3350 E. BIRCH STREET, SUITE 201 BREA, CA 92821	
LEA Case Manager	JENNY MC CANN		Phone	714-784-3432	Fax
			E-Mail	www.professionaltutors.com	
Student Last Name	Student First Name	Program Contact Name		ROBERT GORDON, CEO	
D.O.B.	I.D. #	Phone		Fax	
		E-Mail			
Grade Level	Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days		Number of Weeks	
Address City, State Zip			Education Schedule – Extended School Year		
		Number of Days		Number of Weeks	
		Contract Begins	07/01/20	Ends	06/30/21
Home Phone	Business/ Mobile Phone	Master Contract Approved by the Governing Board on:		08/06/20	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A: BASIC EDUCATION									
B: RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Individual									
b. Group									
c. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2020/2021

HBUHSD Contract # W21120

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
	6. Physical Therapy a. Therapy								
b. Consultation									
7. ABA - Behavior Intervention a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Academic Tutoring - <i>COMP Hours to be completed by 6/30/21</i>			X		\$80.00/hr	NTE 12.5hrs	12.5	\$ 1,000.00	
10. Residential Services a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
<b>A + B TOTAL COST</b>								<b>\$ 1,000.00</b>	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 1,000.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 1,000.00

Other Provisions/Attachments:

Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly X Trimester \_\_\_\_\_ Other (Specify)

APPROVED BY THE GOVERNING BOARD ON 08/06/20

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

PROFESSIONAL TUTORS OF AMERICA, INC.  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
(Name of Superintendent or Authorized Designee)

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of August, 2020, by and between Regents of the University of California at Irvine dba The Center for Autism & Neurodevelopmental Disorders, hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Educational Psycho-Educational Evaluation services for student;

;

2. The Independent Contractor will commence providing services under this AGREEMENT on August 7, 2020 and will diligently perform as required and complete performance by June 30, 2021

The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.

4. The DISTRICT shall pay the Independent Contract A total not to exceed \$5,000.00

To include comprehensive assessment, written report, records review, any related school visits and/or interviews/observations, and IEP meeting participation. See IEE guidelines, Appendix A & B

for services pursuant to this AGREEMENT.

Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.

5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.

6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.

- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

**INDEPENDENT CONTRACTOR AGREEMENT**

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- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-preform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

**INDEPENDENT CONTRACTOR**

**FOUNTAIN VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

**Regents of the University of California at Irvine  
The Center for Autism & Neurodevelopmental Disorders**

Printed Name

**2500 Red Hill Avenue, Suite 100**

Address

**Santa Ana, CA 92795**

City, State, Zip

**95-2226406**

Federal ID for business/Social Security No. for individuals

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Dr. Mark Johnson  
Superintendent**

**10055 Slater Avenue  
Fountain Valley, CA 92708**

\_\_\_\_\_  
Date