



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom

November 12, 2020

Meeting Link: https://us02web.zoom.us/webinar/register/WN__L_EQco0T3OMwg7lq02viQ

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

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

1. PRESENTATION OF MATERIALS ADOPTION PROCESS AND NEXT STEPS

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide an update for the Board of Trustees on the materials adoption processes in the areas of TK-5th grade science, 6th-8th grade science, and 6th-8th grade history. The presentation will include a review of the selection and pilot processes, and anticipated timelines for community input.

2. MEASURE O CONSTRUCTION UPDATE ON PHASE 2 AND PHASE 3 SCHOOLS

Christine Fullerton, Assistant Superintendent of Business Service and Joe Hastie, Director of Maintenance and Facilities will provide an update to the Board of Trustees on Measure O construction at Phase 2 and Phase 3 schools.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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.

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 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 by 2:00PM on Thursday, November 12th. Your comments will be read into the record. For those attending in person, please comply with the procedures listed on the goldenrod form, “For Persons Wishing to Address the Board of Trustees” and give the form to the Executive Assistant.

*** 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. **RESOLUTION 2021-12: AUTHORIZATION FOR TEACHING CREDENTIALS 2020-2021 SCHOOL YEAR**

M ____
2nd ____
V ____

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

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2021-12 approving the teaching assignments listed.

4. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M ____
2nd ____
V ____

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

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

Routine Items of Business

- 4-A.** Board Meeting Minutes from October 8th regular meeting
- 4-B.** Board Meeting Minutes from October 15th special meeting
- 4-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 4-D.** Donations
- 2-E.** Warrants
- 2-F.** Purchase Order Listing

Consent Items

- 2-G. STRONG WORKFORCE PROGRAM K-12 PATHWAY IMPROVEMENT GRANT TO SUPPORT THE EXPANSION OF COLLEGE AND CAREER READINESS PROGRAMS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with the Orange County Department of Education to participate in the Strong Workforce Program K-12 Pathway Improvement Grant.

- 2-H. ANNUAL ORGANIZATIONAL MEETING**

Superintendent's Comments: It is recommended that the Board of Trustees selects Thursday, December 17, 2020 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 6:30pm.

- 2-I. BOARD POLICY 4119.11/4219.11/4319.11 SEXUAL HARASSMENT (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to Board Policy 4119.11/4219.11/4319.11 Sexual Harassment for second reading and adoption with necessary changes as indicated by the Board.

- 2-J. BOARD POLICY 5145.7 SEXUAL HARASSMENT (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to Board Policy 5145.7 Sexual Harassment for second reading and adoption with necessary changes as indicated by the Board

- 2-K. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2020-2021-F**

Superintendent's Comments: It is recommended that the Board of Trustees approves this Special Education Settlement Agreement 2020-2021-F.

- 2-L. APPROVE THE CONTRACT WITH R. JENSEN CO, INC. AT FULTON MIDDLE SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with R. Jensen Co for the site work associated with the Fulton Middle School science rooms complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

2-M. APPROVE THE CONTRACT WITH CHAPMAN COAST ROOFING, INC. AT THE MAINTANANCE BUIDLING COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing, Inc. for roof replacement at the Maintenance Building complete and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

2-N. APPROVE THE CONTRACT WITH INCOTECHNIC AT TAMURA ELEMENTARY SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Incotechnic, Inc. for the site work and parking lot at Tamura Elementary School complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

2-O. APPROVE CHANGE ORDER #1 FOR THE GISLER ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #1 for the Gisler Elementary School Measure O HVAC and Modernization Project

2-P. APPROVE CHANGE ORDER #1 FOR THE TALBERT MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #1 for the Talbert Middle School Measure O HVAC and Modernization Project

2-Q. APPROVE THE CONTRACT WITH MICROSOFT AND SOFTCHOICE TO PURCHASE MICROSOFT PRODUCTS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Microsoft and SoftChoice to purchase Microsoft products.

2-R. ASSISTANCE LEAGUE OF HUNTINGTON BEACH OPERATION SCHOOL BELL

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and the Assistance League of

Huntington Beach to work collaboratively to identify students to participate in Operation School Bell for the 2020/21 school year.

2-S. REAPPOINTMENT OF MR. TONY MCCOMBS TO THE PERSONNEL COMMISSION AS THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION NOMINEE

Superintendent's Comments: It is recommended that the Board of Trustees approves the reappointment of Mr. Tony McCombs to the Personnel Commission for a three-year term – December 1, 2020, to November 30, 2023.

2-T. 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
Olive Crest Academy/Olive Crest Academy North	N/A	7/1/20-6/30/21
Olive Crest Academy/Olive Crest Academy North	\$882.00	7/1/20-6/30/21
Blind Children's Learning Center	N/A	10/26/20-6/30/21
Blind Children's Learning Center	\$1,899.54	10/26/20-6/30/21
Secure Transportation Company, Inc.	\$14,280.00	10/27/20-6/30/21
Secure Transportation Company, Inc.	\$23,800.00	10/20/20-6/30/21

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

**The annual organizational meeting of the Fountain Valley School District
Board of Trustees is on Thursday, December 17, 2020 at 6:30PM.**

A copy of the Board Meeting agenda is posted on the District's web site (www.fvds.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@fvds.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@fvds.us or calling 714.843.3255.*

Board meeting of November 12, 2020



SO: 2020-21/B21-02
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PRESENTATION OF MATERIALS ADOPTION PROCESS AND
NEXT STEPS**
DATE: November 6, 2020

Background:

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide an update for the Board of Trustees on the materials adoption processes in the areas of TK-5th grade science, 6th-8th grade science, and 6th-8th grade history. The presentation will include a review of the selection and pilot processes, and anticipated timelines for community input.

Board meeting of November 12, 2020



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **MEASURE O CONSTRUCTION UPDATE ON PHASE 2 AND
PHASE 3 SCHOOLS**
DATE: November 9, 2020

Background:

Christine Fullerton, Assistant Superintendent of Business Service and Joe Hastie, Director of Maintenance and Facilities will provide an update to the Board of Trustees on Measure O construction at Phase 2 and Phase 3 schools.



FOUNTAIN VALLEY SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **RESOLUTION 2021-12: AUTHORIZATION FOR
TEACHING CREDENTIALS 2020-2021 SCHOOL YEAR**
DATE: November 6, 2020

Background:

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

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

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2021-12 approving the teaching assignments listed.

FOUNTAIN VALLEY SCHOOL DISTRICT

RESOLUTION NO 2021-12

EDUCATION CODES 44256(b), 44258.2

Authorization for Teaching Credentials

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

Gharios, Malia	Math
Hall, Scott	History/Social Science
James, Brooke	History/Social Science; PE
O'Neal, Dawn	History/Social Science
Robinson, Ashley	English/PE
Smith, Mary	Science
Trestik, Staci	English; History/Social Science
Walton, Lorri	Math; Spanish
Woo, Linda	Math
Yang, Connie	Life Science; Earth Science

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

Fockler, Beth	History/Social Science
Gillis, Laurie	PE
Howard, Loren	PE
Lim, Frieda	PE
Marley, Kayla	PE
McNally, Colleen	PE
Rehling, Jennifer	PE
Sotolongo, Joal	PE
Trimm, Amy	PE
Zambanini, Rebecca	History/Social Science

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Governing Board of the Fountain Valley School District hereby approves the following teaching assignments per Education Code 44256 (b), and Education Code 44258.2 for the 2020-2021 school year.

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 12th day of November, 2020.

Clerk of the Governing Board

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_IiDgxnhWRAa43toK7O2oNg

October 8, 2020

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: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

Mrs. Galindo led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz noted her pleasure in being back in person as a Board. In addition, she reported hearing from numerous parents on the success of returning to in-person instruction. She thanked our teachers, principals and staff for all that they did to ensure a safe return to in-person instruction.

Mr. Cunneen's activities since the last meeting included: OCSBA's fiscal update with Ball Frost LLC. In addition, he thanked Dr. Johnson and our administrative team for the successful reopening of our schools. He noted having received positive feedback from multiple parents in the community. He noted the great effort involved in light of such complex and seemingly insurmountable challenges.

Mrs. Crandall noted the great excitement of our students, parents and staff on being back in the classroom. To all of our employees, students and parents, she extended a huge thank you for the immense planning, intense focus and flexibility required to get to this point. In addition, she reviewed the contrast between the opportunities for events last year versus this same time this year. Given the contrast, she noted that as a Board we very much cherish these opportunities and cannot wait to get back to seeing everyone. In addition, she attended: the FVSF meeting; five webinars with topics including upcoming ballot initiatives and the impacts to education, micro-schools and learning pods, long-term effects of reorientation of public pension plan investments, expansion of family leave, deferrals and up to date guidance regarding in-person instruction; and the SPC-hosted Candidates' Forum.

Mr. Collins echoed the excitement for the return to in-person instruction. In addition, he expressed his appreciation to the leadership team for their preparation for this. His events since the last meeting included: Rotary Club meeting with presentation by Stephanie Edwards, two OCSBA meetings and multiple Board meetings in preparation for in-person instruction and participation in the SPC-hosted Candidates' Forum.

Mrs. Galindo thanked Mrs. Lucchese for her assistance to the Board. In addition, she thanked Mrs. Petra Erlandson for moderating the SPC-hosted Candidates' Forum. Moreover, she thanked her fellow trustees, Dr. Johnson and staff for the many hours and board meetings it took to get our kids back in school. She thanked the teachers for their diligent preparations and principals for leading the way. Moreover, she thanked parents for their patience, kindness and cooperation.

PUBLIC HEARINGS

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the consideration of authorizing the dedication of an easement to Southern California Edison.

**CERTIFICATION OF
PROVISIONS OF
STANDARDS-
ALIGNED
INSTRUCTIONAL
MATERIALS
PUBLIC HEARING
AND
CONSIDERATION OF
RESOLUTION**

Public input was welcomed. There were not requests to address the Board and the hearing was closed.

AUTHORIZING THE
DEDICATION OF AN
EASEMENT TO
SOUTHERN
CALIFORNIA EDISON

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to adopt Resolution 2021-08 Authorizing the Dedication of Utility Easement to Southern California Edison.

Second: Mr. Collins

Vote: 5-0

Motion: Mr. Collins moved to adopt Resolution 2021-09: Certification of Provision of Standards-Aligned Instructional Materials.

Second: Mr. Cunneen

Vote: 5-0

Motion: Mr. Cunneen moved to adopt Resolution 2021-10 Recognition of October 2020 as Dyslexia Awareness Month.

Second: Mrs. Schultz

Vote: 5-0

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

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from September 3rd regular meeting

RESOLUTION 2021-08 AUTHORIZING THE DEDICATION OF UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON
RESOLUTION 2021-09: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS
RESOLUTION 2021-10 RECOGNITION OF OCTOBER 2020 AS DYSLEXIA AWARENESS MONTH

CONSENT
CALENDAR

- Board Meeting Minutes from September 17th special meeting
- Board Meeting Minutes from September 24th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Transfers and Adjustments
- Resolution 2021-11 Payment to Trustee Collins for Missed Meeting Due to Illness
- Approve Change Order #4 For the Cox Elementary School Measure O HVAC And Modernization Project
- Approve Change Order #5 For the Fulton Middle School Measure O HVAC And Modernization Project
- Approve Change Order #4 For the Tamura Elementary School Measure O HVAC And Modernization Project
- Approve the Contract with DNN Corporation to Provide Kayako Software and Support for The Informational Technology Department's Helpdesk
- Approve the Contract with Westcoast Air Conditioning Co., Inc. For Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects At Cox Elementary School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Approve the Contract with Westcoast Air Conditioning Co., Inc. For Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects At Fulton Middle School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Approve the Contract with Westcoast Air Conditioning Co., Inc. For Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects At Tamura Elementary School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Special Education Settlement Agreement 2020-2021-E
- Williams Uniform Complaint Quarterly Report
- Amendment to Special Education Settlement Agreement 2019-2020 J

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Expressed his heartfelt thanks to all of our teachers, administrators and staff for everything that they did to prepare for the successful and safe return to in-person instruction. He reviewed the great work done in preparation and noted despite being different, how wonderful it is to have students back in

class. In addition, he noted the approvals this evening for work related to Measure O, noting that we now have six schools with air conditioning. He thanked Mrs. Fullerton, Mr. Hastie and our maintenance staff for their efforts. He noted as well that the Gisler office is open and the Talbert office will be open soon, both beautiful. He thanked our Board as well, as we have had meetings nearly every week as we prepared to return to in-person instruction. He thanked them for their commitment and support.

CLOSED SESSION

Mrs. Galindo announced that the Board would retire into Closed Session. Action was anticipated. The following was addressed:

CLOSED SESSION

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

Following Closed Session, Mrs. Galindo made the following report out of Closed Session action:

CLOSED SESSION
READOUT

In closed session, the governing board took action on the motion of Mr. Collins, seconded by Mrs. Schultz, and a vote of 5 to 0 to approve a Compromise and Release Agreement between the District and permanent classified employee #3676.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 7:55PM.

Second: Mrs.

Vote: 5-0

/rl

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

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_dHyJvVXRDatT8rufMDHKw

October 15, 2020

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: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Shultz

Vote: 5-0

Mr. Cunneen led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to approve Board Policy 4119.11/4219.11/4319.11 Sexual Harassment for first reading.

BOARD POLICY
4119.11/4219.11/431
9.11 SEXUAL
HARASSMENT
(FIRST READING)

Second: Mr. Cunneen

Vote: 5-0

Motion:	Mr. Crandall moved to approve Board Policy 5145.7 Sexual Harassment for first reading.	BOARD POLICY 5145.7 SEXUAL HARASSMENT (FIRST READING)
Second:	Mr. Collins	
Vote:	5-0	
Motion:	Mrs. Schultz moved to approve the Consent Calendar.	CONSENT CALENDAR
Second:	Mrs. Crandall	
Vote:	5-0	

The Consent Calendar included:

- Revision to 2020-21 Reopening Schools Plan

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Did not have any comments to share this evening.

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.
- 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
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 8:15PM.

Second: Mr. Collins

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
November 12, 2020

1.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Brignardello, Alyssa	Science	FVSD Connected	Maternity	11/16/2020
1.1.2	Del Rosario, Eve	English	FVSD Connected	Maternity	12/14/2020
1.1.3	Doyle, Jill	4 th Grade	Oka School	Maternity	11/03/2020
1.1.4	Gonzales, Julie	Asst. Principal	Fulton Middle School	Bonding Leave	12/01/2020
1.1.5	Vivar, Rolando	Math	FVSD Connected	Bonding Leave	12/01/2020

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2020-2021 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1	Casas, Rubin	School Counselor	Talbert Middle School	1.0
1.2.2	Kendig, Angela	School Nurse	DO	1.0

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDERS FOR YEAR TWO 2020-2021 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>BUDGET</u>
1.3.1	Marley, Kayla	Support Provider for 1	\$1,800 (less benefits)	01-601-9275-1115

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT WITH CHAPMAN UNIVERSITY AND SCHOOL COUNSELOR SUPERVISED FIELDWORK AGREEMENT WITH BRANDMAN UNIVERSITY, EFFECTIVE NOVEMBER 1, 2020 – NOVEMBER 1, 2025.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
November 12, 2020**

3.0 EMPLOYMENT FUNCTIONS

3.1 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>
3.1.1	Castro, Julie	Newland	Noon Duty Aide	Personal	09/09/2020
3.1.2	Camacho, Betsy	Newland	Noon Duty Aide	Personal	09/09/2020
3.1.3	Blydt-Hansen, Peggy	Plavan	Noon Duty Aide	Personal	09/09/2020
3.1.4	Wagoner, Sara	Courreges	ESP Assistant	Sick Leave	09/11/2020
3.1.5	Tennies, Zippora	Gisler	Noon Duty Aide	Personal	09/22/2020
3.1.6	Layman Hughes, Mechele	Courreges	Noon Duty Aide	Personal	09/22/2020
3.1.7	Castaneda, Traci	Oka	IA Moderate/Severe	Sick Leave	10/05/2020
3.1.8	Beaman, Deanna	Talbert	Noon Duty Aide	Personal	10/19/2020
3.1.9	Baran, Kathryn	Plavan	School Office Manager	Sick Leave	10/26/2020
3.1.10	Rodriguez, Gabriela	Tamura	ESP Assistant	Personal	10/26/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.2.1	Gulla, Gene	Transportation	Bus Driver	2/15/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.3.1	Ortiz, Bryan (Thomas)	Oka	Instructional Assistant ABA	11/03/2020
3.3.2	Laguna, Devyn	Plavan	ESP Assistant	10/23/2020
3.3.3	Mealy, Lucas	Newland	Instructional Assitant Moderate/Severe	11/06/2020
3.3.4	Trounce, Allie	Newland	Instructional Assistant Moderate/Severe	12/02/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.4.1	Yeung, Jamie	Newland	Library/Media Technician	10/06/2020
3.4.2	Miller, Stephanie	Plavan	Library/Media Technician	10/20/2020
3.4.3	Gaydos, Kari	Cox	Health Assistant	10/06/2020

3.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE # 4483, INSTRUCTIONAL ASSISTANT ABA AT OKA, EFFECTIVE 10/29/2020.

4.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
4.1	Fullerton, Chris	CASBO Symposium	Virtual	Actual & Necessary	012719380-5210	November 19-20, 2020

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

November 12, 2020

EDUCATIONAL SERVICES

5.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	HOM, Becca (Tamura)	504 Coordinator	\$1,000 stipend + benefits	01-229-9967-1115	2020/21 school year

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 11/12/2020

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Blackbaud Giving Fund	\$60.00	Classroom Enhancement
	Cox Parents/Students	\$372.00	Outdoor Science camp (cash)
	Emily Harvest	\$13.00	Outdoor Science camp
	Cesar Borquez	\$200.00	Outdoor Science camp
	Guillermo de Troya Jr.	\$13.00	Oudoor Science camp
MASUDA			
	Fernando Serrano	\$250.00	Library discretion
TAMURA			
	Tamura PTA	\$2,832.00	Renaissance Accelerated Reader
	Tamura PTA	\$100.00	For Mrs. Dao to purchase supplies

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING NOV 12, 2020**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 89256 - 89624

Dates: 9/30/2020 - 11/2/2020

Fund 01	General Fund	1,210,108.65
Fund 12	Child Development	259,545.61
Fund 13	Cafeteria	48,742.43
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	1,151,026.02
Fund 25	Capital Facilities	15,278.71
Fund 40	Special Reserves	29,773.52
Fund 68	Worker Comp	81,345.97
Fund 69	Insurance	95,596.36
TOTAL		\$ 2,891,417.27

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P20M4130	INTERLINE BRANDS INC	1,181.73	1,181.73	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4131	HOME DEPOT	338.25	338.25	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4132	WEST COAST AIR CONDITIONING CO	10,586.00	10,586.00	014839390 6200	STAR DO RRMA-Capital Fac / BUILDINGS & IMPROV OF
P20M4133	VICKI BANSBERG	2,000.00	2,000.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
P20M4191	TERRYS TESTING INC.	325.00	325.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4192	INTERLINE BRANDS INC	870.57	870.57	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4193	RELIABLE DELIVERY SERVICE INC.	550.00	550.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4194	OMEGA FIRE INC	228.60	228.60	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4195	HOME DEPOT	215.28	215.28	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4196	HOME DEPOT	1,183.10	1,183.10	019000000 4345	COVID-19 Instructional / Maintenance Supplies
P20M4197	TURF STAR INC.	930.00	930.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
P20M4198	US AIR CONDITIONING	3,577.30	3,577.30	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4199	MCMaster CARR SUPPLY CO	680.00	680.00	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4200	GANAHL LUMBER COMPANY	1,578.68	1,578.68	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4201	MCMaster CARR SUPPLY CO	850.00	850.00	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4202	KIMBALL MIDWEST	450.00	450.00	012869390 4345	Maintenance / Maintenance Supplies
P20M4203	UNITED RENTALS	18.65	18.65	012869390 4345	Maintenance / Maintenance Supplies
P20M4204	GRAINGER INC.	177.05	177.05	019009380 4345	COVID-19 Administrative / Maintenance Supplies
P20M4205	HOME DEPOT	2,022.20	2,022.20	013028989 4347	CARESLLM-CRF Custodial / Repair & Upkeep Equip Supplies
P20M4206	ABC SCHOOL EQUIPMENT INC	2,445.72	2,445.72	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4207	ADVANTAGE WEST INVESTMENT ENTE	441.90	441.90	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4208	PLAY POWER LT FARMINGTON C/O P	55.26	55.26	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4209	HILLYARD / LOS ANGELES	1,060.00	1,060.00	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4210	REFRIGERATION CONTROL COMPANY	1,095.22	1,095.22	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4211	SI HEALTH GROUP LLC	125.06	125.06	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4213	INTERLINE BRANDS INC	414.99	414.99	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies
P20M4214	ADVANCED GAS PRODUCTS	47.32	47.32	012869390 4345	Maintenance / Maintenance Supplies
P20M4215	TIME AND ALARM SYSTEMS INC.	229.14	229.14	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4216	KIMBALL MIDWEST	225.00	225.00	012869390 4345	Maintenance / Maintenance Supplies
P20M4217	ABC SCHOOL EQUIPMENT INC	161.00	161.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4219	GRAINGER INC.	134.85	134.85	013028989 4340	CARESLLM-CRF Custodial / Custodial Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P20M4220	TRAPPER TREVOR INC	350.00	350.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4221	AAA ELECTRIC MOTOR SALES & SER	157.48	157.48	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4222	TRIANGLE SCENERY DRAPERY	4,607.00	4,607.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4223	INTERLINE BRANDS INC	297.54	297.54	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4224	HILLYARD / LOS ANGELES	171.81	171.81	012889390 4340	Custodial / Custodial Supplies
P20R0292	TEACHER SYNERGY LLC	106.30	2.99	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
P20R0294	CDWG	3,804.08	3,804.08	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R0297	CDWG	9,500.25	9,500.25	013029078 4399	CARESLLM-CRF Technology / Equipment Under \$500
P20R0298	STAPLES	200.00	200.00	015609860 4310	Special Ed. - Psychologists / Instructional Supplies
P20R0302	FOLLETT SCHOOL SOLUTIONS INC.	448.22	448.22	012129078 4110	Lottery Instructional Material / Basic Textbooks
P20R0303	FOLLETT SCHOOL SOLUTIONS INC.	434.22	434.22	012129078 4110	Lottery Instructional Material / Basic Textbooks
P20R0304	MHS INC.	1,916.72	1,916.72	012289963 4322	MAA - Instructional / Testing Supplies
P20R0306	FERGUSON REFRIGERATION COMMERC	650.00	650.00	013027381 5645	CARESLLM-CRF Food Service / Outside Srvs-Repairs &
P20R0307	SCHOOL MATE	183.33	183.33	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
P20R0308	STAPLES	111.87	111.87	012539961 4325	Tobacco-Use-OCDE Adminstrative / Office Supplies
P20R0309	STAPLES	326.09	326.09	010270075 4320	CARESLLM-CRF Instructional / Computer Supplies
P20R0310	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0311	SCHOOL SPECIALTY INC	3,000.00	3,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0312	STUDIES WEEKLY INC.	1,167.16	1,167.16	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0314	SOUTHWEST SCHOOL AND OFFICE SU	217.98	217.98	010270075 4322	CARESLLM-CRF Instructional / Testing Supplies
P20R0315	STAPLES	157.19	157.19	012719275 4325	Educational Services Admin / Office Supplies
P20R0316	SURPLUS TWO WAY RADIOS	3,009.44	125.39	010270075 4310	CARESLLM-CRF Instructional / Instructional Supplies
			2,884.05	010270075 4399	CARESLLM-CRF Instructional / Equipment Under \$500
P20R0317	SCHOOL SPECIALTY INC	250.00	250.00	012734949 4327	Health Supplies - Masuda / Health Supplies
P20R0318	SOUTHWEST SCHOOL AND OFFICE SU	250.00	250.00	012734949 4327	Health Supplies - Masuda / Health Supplies
P20R0319	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
P20R0320	SOUTHWEST SCHOOL AND OFFICE SU	872.03	872.03	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0323	CDWG	7,497.23	1,950.98	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			5,546.25	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0324	SOUTHWEST SCHOOL AND OFFICE SU	137.43	137.43	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0325	CDWG	19,056.38	19,056.38	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0326	AMAZON.COM LLC	10,330.22	10,330.22	010270061 4327	CARESLLM-CRF Health / Health Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P20R0328	TEACHER SYNERGY LLC	51.99	51.99	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
P20R0329	SOUTHWEST SCHOOL AND OFFICE SU	108.66	108.66	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0332	SOUTHWEST SCHOOL AND OFFICE SU	211.14	211.14	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0333	SOUTHWEST SCHOOL AND OFFICE SU	96.08	96.08	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0335	GMSN GROUP INC	2,730.00	2,730.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0337	GMSN GROUP INC	5,770.00	5,770.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0338	GMSN GROUP INC	6,060.00	6,060.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0341	SOUTHWEST SCHOOL AND OFFICE SU	86.94	86.94	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0345	AMAZON.COM LLC	717.10	717.10	010270061 4327	CARESLLM-CRF Health / Health Supplies
P20R0347	FOLLETT SCHOOL SOLUTIONS INC.	2,651.76	2,651.76	012129078 4110	Lottery Instructional Material / Basic Textbooks
P20R0350	SOUTHWEST SCHOOL AND OFFICE SU	694.91	694.91	010270061 4327	CARESLLM-CRF Health / Health Supplies
P20R0351	HEINEMANN	674.26	674.26	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
P20R0352	SCHOLASTIC MAGAZINE	2,858.44	2,858.44	011254075 4310	Parent Involvement-Plavan / Instructional Supplies
P20R0353	ORANGE COUNTY TREASURER	1,862.60	1,862.60	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R0354	WILSON LANGUAGE TRAINING CORPO	413.14	413.14	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
P20R0355	ORANGE COUNTY TREASURER	807.22	807.22	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R0356	SOUTHWEST SCHOOL AND OFFICE SU	110.23	110.23	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0357	ORANGE COUNTY TREASURER	4,251.22	4,251.22	012869390 5570	Maintenance / Sanitation Fees
P20R0358	ORANGE COUNTY TREASURER	1,054.50	1,054.50	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R0359	SOUTHWEST SCHOOL AND OFFICE SU	47.74	47.74	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies
P20R0360	CLEARVISION TECHNOLOGIES	16,190.50	4,047.62	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			12,142.88	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
P20R0364	PEARSON CLINICAL ASSESSMENT	1,311.22	443.39	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
			867.83	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
P20R0365	PEARSON CLINICAL ASSESSMENT	460.88	460.88	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
P20R0366	J W PEPPER	112.00	112.00	010143889 4311	Donations - Talbert / Elective Supplies
P20R0367	SOUTHWEST SCHOOL AND OFFICE SU	440.00	440.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
P20R0368	LEVEL 27 MEDIA	632.50	632.50	010144989 5215	Donations - Masuda / Staff Development
P20R0369	STAPLES	275.00	275.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0370	SOUTHWEST SCHOOL AND OFFICE SU	109.02	109.02	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0371	TEACHER SYNERGY LLC	132.02	132.02	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
P20R0372	FOLLETT SCHOOL SOLUTIONS INC.	1,133.72	1,133.72	012129078 4110	Lottery Instructional Material / Basic Textbooks

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0374	LAKESHORE EQUIPMENT COMPANY	5,541.90	4,454.40	010270075 4322	CARESLLM-CRF Instructional / Testing Supplies
			1,087.50	010270075 5215	CARESLLM-CRF Instructional / Staff Development
P20R0375	NGUYEN, LINH & LINDA	48,000.00	48,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
P20R0376	LEARNING A-Z	1,039.05	1,039.05	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
P20R0379	MOMENTUM IN TEACHING LLC	1,015.00	1,015.00	011234075 5210	Reading Support-Plavan / Travel, Conference, Workshop
P20R0380	IXL LEARNING INC.	180.00	180.00	010114955 4310	Title I - Masuda / Instructional Supplies
P20R0382	SOUTHWEST SCHOOL AND OFFICE SU	110.00	110.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
P20R0386	WESTERN PSYCHOLOGICAL	312.51	312.51	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
P20R0387	AMAZON.COM LLC	50.03	50.03	012059385 4330	Publications / Printing/Xerox Supplies
P20R0390	ACORN MEDIA	116.98	116.98	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R0392	SCHOLASTIC INC.	247.28	247.28	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R0393	LYNDE-ORDWAY COMPANY	2,500.00	2,500.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
P20R0394	ORANGE COUNTY DEPARTMENT OF ED	60,000.00	60,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0395	ORANGE COUNTY DEPARTMENT OF ED	35,000.00	35,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0396	ANAHEIM BAND INSTRUMENTS	198.07	198.07	010143889 4311	Donations - Talbert / Elective Supplies
P20R0397	ANAHEIM BAND INSTRUMENTS	572.03	572.03	010143889 4311	Donations - Talbert / Elective Supplies
P20R0401	CHEFS' TOYS	2,616.43	2,616.43	013027381 4410	CARESLLM-CRF Food Service / Fixed Assets \$500-\$5000
P20R0402	MODERNTECH INC	685.10	685.10	013029078 4347	CARESLLM-CRF Technology / Repair & Upkeep Equip
P20R0403	DNN CORP	3,960.00	3,960.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0404	CDWG	3,748.62	975.49	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			2,773.13	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0405	CDWG	9,528.19	9,510.19	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			18.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0413	OFFICE DEPOT	145.44	145.44	012719165 4325	Superintendent / Office Supplies
P20R0414	FOUNTAIN VALLEY CHAMBER OF COM	315.00	315.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
P20R0416	JOAN MARIE CASE	1,500.00	1,500.00	011535775 5813	Cotsen Foundation- 3-5 CGI / Consultant
P20R0424	LAKESHORE EQUIPMENT COMPANY	100.00	100.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0425	STAPLES	150.00	150.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20S8018	ADVANTAGE WEST INVESTMENT ENTE	40.78	40.78	010270061 4327	CARESLLM-CRF Health / Health Supplies
P20S8019	SOUTHWEST SCHOOL AND OFFICE SU	2,306.32	2,306.32	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8020	CANNON SPORTS	69.60	69.60	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8021	IMAGE 2000	1,522.50	1,522.50	011000000 9320	Revenue Limit - State Revenues / STORES

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20S8022	INDUSTRIAL FORMULATORS INC.	579.64	579.64	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8023	AMAZON.COM LLC	171.77	171.77	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		342,784.87	342,681.56		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

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P20M4160	AESCO	30,557.41	15,278.70	122866098 6220	ESP-Building/Site Improvement / Architect/Engineer Fees-Bldg
P20M4212	ADVANTAGE WEST INVESTMENT ENTE	411.68	411.68	120336098 4340	Extended School Administration / Custodial Supplies
P20R0340	SUPPLYMASTER INC	432.83	432.83	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0343	APPLE COMPUTER ORDER DEPARTMEN	1,513.80	1,513.80	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0346	BARNES AND NOBLE	170.56	170.56	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0349	SOFTERWARE	2,400.00	2,400.00	120016098 4310	Extended School Instructional / Instructional Supplies
P20R0361	ORIENTAL TRADING COMPANY	280.01	280.01	120016098 4310	Extended School Instructional / Instructional Supplies
P20R0373	S & S WORLDWIDE	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:		35,929.42	20,650.71		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4188	HERITAGE FOOD SERVICE GROUP IN	210.70	210.70	133207380 4399	Cafeteria Fund / Equipment Under \$500
P20R0348	FERGUSON REFRIGERATION COMMERC	916.65	916.65	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R0381	CALIFORNIA DEPARTMENT OF EDUCA	299.25	299.25	133207380 4710	Cafeteria Fund / FOOD
P20R0408	PREMIER FOOD SAFETY	69.00	69.00	133207380 5215	Cafeteria Fund / Staff Development
Fund 13 Total:		1,495.60	1,495.60		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4159	CHAPMAN COAST ROOF CO INC.	4,642.00	4,642.00	142861089 6217	Def Maint-Tamura / Roof Building Improvement
	Fund 14 Total:	4,642.00	4,642.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0383	CALIFORNIA FINANCIAL INVESTMEN	30,000.00	30,000.00	223019990 5813	GOB, ELECTION 2016 / Consultant
	Fund 22 Total:	30,000.00	30,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>		<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4160	AESCO		30,557.41	15,278.71	252840180 6220	Cap Fac 9010 - Business / Architect/Engineer Fees-Bldg
		Fund 25 Total:	30,557.41	15,278.71		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0388	CDWG	4,756.17	3,974.81	403002980 4347	MS Science Bldg - Fulton / Repair & Upkeep Equip Supplies
			781.36	403002980 5826	MS Science Bldg - Fulton / Licensing/Software,Maint/Supp
	Fund 40 Total:	4,756.17	4,756.17		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/12/2020

FROM 09/29/2020 TO 10/31/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			419,504.75		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **11/12/2020**

FRO 09/29/2020 TO 10/31/2020

<u>PO</u>	<u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u>	<u>CHANGE</u>	<u>ACCOUNT</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
			<u>TOTAL</u>	<u>AMOUNT</u>	<u>NUMBER</u>	
P20M4033		TERRYS TESTING INC.	850.00	+100.00	012869390 5860	Maintenance / Permits & Fees
P20R0281		CHEFS' TOYS	4,911.21	+135.94	013027381 4399	CARESLLM-CRF Food Service / Equipment Under \$500
P20R0292		TEACHER SYNERGY LLC	106.30	+2.99	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
P20S8009		SOUTHWEST SCHOOL AND OFFICE SU	1,236.93	+470.02	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:				+708.95		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/12/2020

FRO 09/29/2020 TO 10/31/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0148	SMART & FINAL	12,000.00	+9,845.00	123206098 4710	Extended School Food Service / FOOD
Fund 12 Total:			+9,845.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **11/12/2020**

PO NUMBE	<u>VENDOR</u>	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4392	SANDY PRINGLE ASSOCIATES	45,000.00	+15,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improv
N20M4393	SANDY PRINGLE ASSOCIATES	45,000.00	+15,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
P20M4079	PRIEST CONSTRUCTION SERVICES I	10,000.00	+7,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
Fund 22 Total:			+37,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/12/2020

FRO 09/29/2020 TO 10/31/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4078	PRIEST CONSTRUCTION SERVICES I	45,000.00	+15,000.00	403002980 6222	MS Science Bldg - Fulton / Inspection Svcs Bldg Improve
Fund 40 Total:			+15,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/12/2020

FRO 09/29/2020 TO 10/31/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:			+62,553.95		
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Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **STRONG WORKFORCE PROGRAM K-12 PATHWAY
IMPROVEMENT GRANT TO SUPPORT THE EXPANSION OF
COLLEGE AND CAREER READINESS PROGRAMS**
DATE: November 6, 2020

Background:

The Strong Workforce Program (SWP) K-12 Pathway Improvement Grant is an ongoing statewide funding opportunity designed to support K-12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study and pathways for students transitioning from secondary education to postsecondary education to living-wage employment. The Orange County Department of Education has secured funding for the 2020-21 school year and is seeking continued participation in the program from Orange County school districts.

FVSD originally entered into the grant program receiving \$40,000. By moving forward and continuing to participate in the SWP K-12 Pathway Improvement Grant, FVSD would receive an additional \$30,000 through the Orange County Department of Education. This funding would continue to support programming designed to demonstrate progress in any of the eight measurable outcome areas highlighted in Exhibit A of the service agreement. FVSD's plan is to focus the resources on "Designing career-based student leadership in Orange County" and "Enhancing career education pedagogies." To accomplish this, FVSD plans to utilize SWP K-12 Pathway Improvement Grant funding to:

- Support ongoing STEM-related professional development for middle school teachers
- Support teacher collaboration with STEM teachers in Huntington Beach Union High School District
- Procure instructional materials to support and expand STEM-related course offerings at the middle school level

In doing so, FVSD will provide teacher professional development and acquire instructional materials/supplies to enhance the student experience associated with technology-related programming.

Fiscal Impact:

Under the terms of the service agreement with the Orange County Department of Education, Fountain Valley School District. FVSD would receive \$30,000 for the 2020-21 school year, with the opportunity for additional funding anticipated in future years.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with the Orange County Department of Education to participate in the Strong Workforce Program K-12 Pathway Improvement Grant.

FOUNTAIN VALLEY SCHOOL DISTRICT
STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 2)
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2020, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 2) by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development to subcontract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong Workforce Program (SWP) K12 Pathway Improvement grant; and

WHEREAS, SUPERINTENDENT is specially trained, experienced and competent to perform the services required by RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Los Angeles and Orange Counties; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on July 1, 2020 and terminate on December 31, 2022, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein and shall provide all labor, materials, supplies, and equipment necessary to fully perform all responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference to this AGREEMENT.

3.0 TOTAL COMPENSATION.

A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this AGREEMENT for the period of July 1, 2020 through December 31, 2022 is Thirty thousand dollars (\$30,000.00). Payment shall be based on seventy percent (70%) in advance and a progress payment of thirty percent (30%). Payment shall not exceed the amount listed above.

B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway Improvement grant requirements and is solely responsible for the appropriate expenditure of all Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any

misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control and accounting procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. Any work performed prior to approval of the State of California will be rendered on a voluntary basis and shall not be compensated unless and until funding is authorized.

4.0 BUDGET ALLOCATION.

A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12 Pathway Improvement grant shall be used to supplant state or local general fund money of any purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process, DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget, DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where an adjustment of funds in a line item are different from the originally approved budget by more than ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised Scope of Work that describes the requested changes and their impact to the budget and outcomes must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those

that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

5.0 PAYMENT AND INVOICING.

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance payment of seventy (70%) and a progress payment of thirty percent (30%), based on the maximum payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway Improvement grant Budget Form and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Diane Campbell
Email: dianecampbell@ocde.us
Telephone: (714) 966-3532

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall

1 submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
2 Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to
3 this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on
4 requirements set forth by RSCCD to SUPERINTENDENT.

5 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be
6 supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving
7 records, and records of services provided.

8 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT
9 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by
10 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days
11 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall
12 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been
13 made.

14 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with
15 any provision set forth in this AGREEMENT.

16 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration
17 and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

18 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
19 availability of funds furnished by RSCCD. It is mutually agreed that if the current fiscal year covered
20 under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall
21 be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have
22 no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this
23 AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If
24 funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT
25

1 shall have the option to either terminate this AGREEMENT with no liability occurring to the
2 SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount.
3 SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed
4 served on the date of mailing.

5 **6.0 REPORTS.**

6 DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT
7 and/or RCSSD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be
8 submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and
9 allow DISTRICT thirty (30) calendar days to respond.

10 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

11 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage
12 records appropriate to the services provided and in accordance with this AGREEMENT and all
13 applicable requirements.

14 B. DISTRICT shall ensure appropriate financial records related to cost reporting,
15 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

16 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the
17 completion of the activities for which the funds are used and until audit findings are resolved, or due
18 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

19 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within
20 forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all
21 information that is requested and provided by DISTRICT.

22 **8.0 INDEPENDENT CONTRACTOR.**

23 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall
24 be wholly responsible for the manner in which it performs the services required of it by the terms of
25

1 this AGREEMENT.

2 B. DISTRICT warrants that it has all necessary licenses required to perform the services
3 required by the terms of this AGREEMENT.

4 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
5 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
6 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
7 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
8 he/she and all his/her employees shall not be considered officers, employees or agents of
9 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
10 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
11 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
12 full responsibility for payment of all federal, state and local taxes or contributions, including
13 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

14 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,
15 consultants, or subcontractors as they relate to the services to be provided during the course and
16 scope of their employment.

17 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
18 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
19 to be SUPERINTENDENT's employees.

20 **9.0 INDEMNIFICATION.**

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

employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold 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 person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

10.0 COPYRIGHT. SUPERINTENDENT and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and work product (both tangible and intangible), if any, developed under this AGREEMENT including those materials covered by copyright.

11.0 CONFIDENTIALITY. SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The confidentiality requirements under this paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

12.0 CONFLICT OF INTEREST. The Parties hereto acknowledge that DISTRICT may be affiliated with

one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this AGREEMENT, when compared to the result such act has on any other organization or professional practice.

13.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

14.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its obligations hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

15.0 INSPECTIONS AND AUDITS. SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State of California or any other appropriate state or federal oversight agency, or their authorized representatives, shall have the right to review and copy any books, documents, and records, and supporting documents including but not limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of

1 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination
2 during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise
3 evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are
4 provided.

5 **16.0 ENTIRE AGREEMENT.**

6 A. This Agreement will be implemented in accordance with the conditions defined in the
7 Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant
8 Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section
9 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce
10 Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations,
11 or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions,
12 terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement
13 through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all
14 applicable federal, state and local laws and regulations.

15 B. DISTRICT shall comply with all laws, rules or regulations applicable to the services
16 provided hereunder, as any may now exist or be hereafter amended or changed.

17 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
18 nor permit any employee or agent to engage in discrimination in employment of person or provision
19 of services or assistance, nor exclude any person from participation in, nor deny any person the
20 benefits of, not subject any person to discrimination under any program or activity funded in whole or
21 in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the
22 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
23 status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with
24 Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.
25

18.0 **TERMINATION.**

A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days' written notice (Notice of Termination) given the other party. Upon receipt of notice of termination without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default advise DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

19.0 **TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT 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 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

1 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
2 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
3 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
4 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
5 to the services performed under this AGREEMENT.

6 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
7 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
8 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
9 again constituting a violation of such term or condition.

10 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
11 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
12 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
13 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
14 may elect any of the following, if applicable:

15 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure
16 the default, or to commence to cure the breach and diligently pursue to completion the cure of the
17 breach within thirty (30) days of date notice is mailed; and/or

18 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which
19 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

20 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those
21 monies disallowed pursuant to the above offset authority; and/or

22 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate
23 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
24 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the
25

services required by this AGREEMENT.

23.0 NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

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

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.

26.0 AUTHORIZED SIGNATURES. The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all

appropriate legal and equitable remedies against the breaching party.

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

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: FOUNTAIN VALLEY SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY:  _____
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Administrator

DATE: September 18, 2020

FVSD(50463)-Strong Workforce Program-2020-2022
ZIP4



K12 SWP Round 2 Brainstorm

1. Automation, New Technologies and Opportunities in Orange County

Wallace Walrod, Chief Economist at Orange County (OC) Business Council has identified that automation and technological trends are transforming the future of work. The education system and educators in OC will have to adapt in order to prepare all students, including our underserved populations for tomorrow's workplace, by focusing on educational careers in emerging sectors. Today's educators in particular have a rare opportunity to introduce students to the innovative technologies that will both disrupt and define the labor market.

While new and developing technologies do have the potential to replace many current work activities, an overly negative "jobless or sky is falling" mentality will prevent parents, educators and students from taking advantage of the many opportunities created by new technologies. From custom 3-d printed hearing aids to data analysis, the current industrial revolution offers new jobs, new and improved solutions to longstanding problems.

According to Wallace Walrod, additional research will identify which current technological trends are transforming the future of work by identifying 3-5 emerging technologies that would impact all career sectors. Examples of these emerging technologies include: Artificial Intelligence (AI), Machine Learning, AV/VR, Data Analytics, Internet of Things (IoT), and Blockchain.

Elements of High-Quality CTE

- High quality integrated curriculum and instruction
- Strong partnerships with industry
- Skilled instruction and professional development

Measurable Outcomes

- 1500 K-12 educators will participate in an OCBC workshop/event.
- 40,000 students will gain access to information on Automation and how that might impact future careers
- Enroll approximately 3000 high school students in OC Automation stackable certification and dual enrollment classes.
- Expose 15,000 - 30,000 OC students by having each high school prioritize at least 1 sector and business/automation presentations in classrooms.
- 5000 K-12 educators will be advised about Automation and how it impacts various industry sectors as well as the future of work.
- Embed Automation modules in 600 CTE courses in Orange County schools.

2. Business and Entrepreneurship in Orange County

There's a stark misalignment between the talents employers in Orange County demand and the skills high school graduates have as they enter the workforce. Based on feedback from regional industry advisories and student surveys, we have identified that we are not adequately preparing all of our students, including our underserved student populations, for the world of work.

A lack of proper support exists to empower teachers to innovate in classrooms and focus on the more appropriate skills of an entrepreneurial mindset. These skills include grit, communication, critical thinking, innovation, time management, emotional intelligence and the general ability to deal with ambiguity and complexity.

The consequence is a growing emphasis on the need for students to emerge from education with competencies beyond the knowledge accumulation that was highly valued in the 20th century. This misalignment has critical implications for Orange County businesses. Companies in major industries report that they are unable to grow and compete because they struggle to identify properly skilled talent.

Elements of High-Quality CTE

- High quality Integrated Curriculum and Instruction
- Strong partnerships with industry
- Skilled instruction and professional development

Measurable Outcomes

- 1500 K12 educators will participate in professional development
- 1000 teacher externships
- Increase student internships from 4.6% to 15% of CTE enrolled students in OC.
- Increase enrollment of male and female students into non-traditional career pathways by 10%..
- Increase access to courses and engagement in CTE activities for special needs students in OC schools by 10%.
- Ensure 100% of homeless, foster and incarcerated youth in OC high schools are oriented in CTE and are provided support and services eliminating barriers to participate in Career Education.

3. Regional K12 CTE Marketing & Branding

Based on input from key stakeholders in OC, OC Pathways will devise a plan to better market/brand CTE and Career Education in our schools and communities. We plan to :

1. Align efforts with the Future Built campaign by branding the articulation of course sequences from K12 institutions into our CC's and their CTE/SWP efforts with guided pathways.

2. Cultivate Career Education/CTE professional development for educators including regional workshops, training and conferences all targeted with messaging to specific stakeholder groups
3. Provide educators with tools, templates, and resources to increase CTE enrollment targeting underserved student populations
4. Develop multiple targeted marketing campaigns to build CTE awareness and systemic implementation
5. Incorporate K-14 "student work/projects" into the regional marketing and branding campaigns

Elements of High-Quality CTE

- Intentional recruitment and marketing (promotion, outreach and communication)
- Career exploration and student supports

Measurable Outcomes

- Number of HS students enrolled in Early College Credit Classes.
- Number of HS Students enrolling at articulated colleges.
- Number of students moving from CC to UC/CSU system and/or into a career.
- Outcome Measures: Number of K12/Post-secondary connections established. Number of k12/Post-secondary connections maintained over 6, 18, 24, and 30 months.
- Number of HS students successfully transitioning into and completing k12/post-secondary pathways and moving onto career.
- Numbers of HS students receiving toolkits that transition to postsecondary pathways.
- Number of contacts through a dedicated toolkit URL.

- Number of students participating in student ambassador activities.
- Percent of students transitioning and completing postsecondary pathways that attended an ambassador activity in HS.
- Number of inquiries through a dedicated URL.
- Exit surveys

**SWP K12 Strong Workforce**

ROUND 2

PROPOSED BUDGET

Grant Term: July 1, 2020 - December 31, 2022

Agency Name	Budget Date

	Year 1	Year 2	TOTAL
CATEGORY	Proposed Budget	Proposed Budget	
1000 Certificated Salaries	-	-	0.00
2000 Classified Salaries	-	-	0.00
3000 Benefits	-	-	0.00
4000 Books & Supplies		-	0.00
5000 Services and Other Operating Expenditures		-	0.00
7000 Indirect Costs			0.00
Total Budget	-	-	0.00

Coordinator Name and Title	Email	Phone Number	Coordinator Signature
			X

Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature
			X

EXHIBIT C

**Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
Improvement grant**

PLACEHOLDER

Print Form

Submit Form by Email



October 14, 2020

Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA
92628

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the date upon which a governing board member elected at that election takes office. In a year which no regular election is conducted the organizational meeting shall be held during the same 15-day period on the calendar. The board shall notify the county superintendent of school of the day and time selected for the meeting. Please submit the following completed form by November 16th to:

Laurie Weiss, Manager Business Services
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92628
lweiss@ocde.us
Phone: (714) 966-4234

Organizational Meeting Information

District Name:	Fountain Valley School District
Meeting Date:	December 17, 2020
Meeting Time:	6:30PM

District Contact Information

Name:	Mark Johnson, Ed.D.
Title:	Superintendent
Phone:	714.843.3255
Email:	johnsonm@fvsd.us



Fountain Valley School District
SO2020-21 / B21-11
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **BOARD POLICY 4119.11/4219.11/4319.11 SEXUAL HARASSMENT
(SECOND READING AND ADOPTION)**
DATE: November 6, 2020

Background:

In the continued effort to maintain a set of current board policies it is necessary to bring policies to the Board of Trustees for adoption due to changes in best practices, education code and law. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 4119.11/4219.11/4319.11 Sexual Harassment is being updated to reflect new federal regulations (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures.

The Board approved this policy for first reading the special meeting of October 15, 2020.

Fiscal Impact:

There is minimal fiscal impact associated with the adoption of Board Policy 4119.11/4219.11/4319.11 Sexual Harassment.

Recommendation:

It is recommended that the Board of Trustees approves revisions to Board Policy 4119.11/4219.11/4319.11 Sexual Harassment for second reading and adoption with necessary changes as indicated by the Board.

All Personnel

BP 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent permitted by law.

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator Title IX Coordinator, or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Complaints of sexual harassment shall be filed in accordance with AR 4119 - Sexual Harassment in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

BP 4119.11(b)
4219.11
4319.11

SEXUAL HARASSMENT (continued)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Policy
adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
SO2020-21 / B21-12
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **BOARD POLICY 5145.7 SEXUAL HARASSMENT (SECOND
READING AND ADOPTION)**
DATE: November 6, 2020

Background:

In the continued effort to maintain a set of current board policies it is necessary to bring policies to the Board of Trustees for adoption due to changes in best practices, education code and law. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 5145.7 Sexual Harassment is being updated to reflect new federal regulations (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures.

The Board approved this policy for first reading the special meeting of October 15, 2020.

Fiscal Impact:

There is minimal fiscal impact associated with the adoption of Board Policy 5145.7 Sexual Harassment.

Recommendation:

It is recommended that the Board of Trustees approves revisions to Board Policy 5145.7 Sexual Harassment for second reading and adoption with necessary changes as indicated by the Board.

SEXUAL HARASSMENT

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult or who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the

SEXUAL HARASSMENT (continued)

manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Complaint Process and Disciplinary Actions

All complaints alleging sexual harassment defined by Title IX of the Education Amendments of 1972 will be investigated in accordance with AR 5145.71. All other allegations of sexual harassment will be investigated in accordance with law and district procedures specified in AR 1312.3.

(cf. 1312.3 - Uniform Complaint Procedures)

Upon completion of investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-8, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any staff member found to have engaged in sexual harassment or sexual violence toward any student shall be subject to discipline including, and up to, termination.

SEXUAL HARASSMENT (continued)

(cf. 4117.7 - Employment Status Report)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)



Fountain Valley School District
Support Services
2020-2021-E

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2020-2021-F**
DATE: November 6, 2020

Background:

According to the Special Education Settlement Agreement signed on October 22, 2020, between Parent and the Fountain Valley School District, it was agreed to reimburse Parent not to exceed Sixteen Thousand Dollars (\$16,500.00). The Parties acknowledge that the Agreement shall cover One hour per week of individual instruction through a teacher of the visually impaired. These services will be provided virtually through December 18, 2020, and thereafter in person from January 4, 2021, through May 10, 2021. In addition, The District agrees to reimburse Parent for transportation costs for two round trips for transporting Student to and from school between January 4, 2021, and May 10, 2021. Required documentation for reimbursement must be submitted by June 15, 2021.

Fiscal Impact:

Not to exceed \$16,500

Recommendation:

It is recommended that the Board of Trustees approves this Special Education Settlement Agreement 2020-2021-F.



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH R. JENSEN CO, INC. AT
FULTON MIDDLE SCHOOL COMPLETE AND AUTHORIZE
STAFF TO FILE THE APPROPRIATE NOTICES OF
COMPLETION**
DATE: November 6, 2020

Background:

On June 11, 2020, the Board of Trustees awarded the contract for site work associated with the Fulton Science Buildings to R. Jensen Co., Inc. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

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

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

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with R. Jensen Co for the site work associated with the Fulton Middle School science rooms complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

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

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **12th day of November, 2020**, the owner of the real property situated in Orange County, State of California, known as the following: **Fulton Middle School**.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the **11th Day of June 2020**, duly entered into a contract for: **Modular Buildings Fulton Middle School –Sitework Only**

WITH: R. Jensen Co., Inc.

THAT, Contractors Bonding and Insurance Company, is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **12th Day of November 2020**.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383

RECORDING REQUESTED
BY AND MAIL TO:

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

STATE OF CALIFORNIA)
)
) SS
COUNTY OF ORANGE)

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

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH CHAPMAN COAST
ROOFING, INC. AT THE MAINTANANCE BUIDLING
COMPLETE AND AUTHORIZE STAFF TO FILE THE
APPROPRIATE NOTICES OF COMPLETION**
DATE: November 6, 2020

Background:

On June 11, 2020, the Board of Trustees awarded the contract for roof replacement at the Maintenance Building to Chapman Coast Roofing, Inc. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

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

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

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing, Inc. for roof replacement at the Maintenance Building complete and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

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

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **12th day of November 2020**, the owner of the real property situated in Orange County, State of California, known as the following: **Maintenance Building.**

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the **11th Day of June 2020**, duly entered into a contract for: **Roof Replacement – Maintenance Building**

WITH: Chapman Coast Roofing, Inc.

THAT, Great American Insurance Company, Inc., is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **12th Day of November 2020.**

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383

RECORDING REQUESTED
BY AND MAIL TO:

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

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

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

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH INCOTECHNIC AT
TAMURA ELEMENTARY SCHOOL COMPLETE AND
AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES
OF COMPLETION**
DATE: November 6, 2020

Background:

On June 25, 2020, the Board of Trustees awarded the contract for modular buildings - site work and parking lot at Tamura Elementary School to Incotechnic, Inc. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

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

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

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Incotechnic, Inc. for the site work and parking lot at Tamura Elementary School complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

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

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **12th day of November 2020**, the owner of the real property situated in Orange County, State of California, known as the following: **Tamura Elementary School**.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the **25th Day of June 2020**, duly entered into a contract for: **Modular Buildings – Sitework/Parking Lot**

WITH: Incotechnic, Inc.

THAT, United States Fire Insurance Company., is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **12th Day of November 2020.**

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383

RECORDING REQUESTED
BY AND MAIL TO:

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

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

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

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 27383



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE GISLER
ELEMENTARY SCHOOL MEASURE O HVAC AND
MODERNIZATION PROJECT**
DATE: November 6, 2020

Background:

On March 12, 2020, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Gisler Elementary School. At the same time, the Board approved District Contingencies for unforeseen conditions and owner changes.

Fiscal Impact:

The total for Change Order #1 is \$41,747.00 and will be taken from the total contingency budget for the Gisler project of \$650,000.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #1 for the Gisler Elementary School Measure O HVAC and Modernization Project.



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE TALBERT MIDDLE
SCHOOL MEASURE O HVAC AND MODERNIZATION
PROJECT**
DATE: November 6, 2020

Background:

On March 12, 2020, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Talbert Middle School. At the same time, the Board approved District Contingencies for unforeseen conditions and owner changes.

Fiscal Impact:

The total for Change Order #1 is \$172,800.00 and will be taken from the total contingency budget for the Talbert project of \$765,000.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #1 for the Talbert 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 CONTRACT WITH MICROSOFT AND
SOFTCHOICE TO PURCHASE MICROSOFT PRODUCTS**
DATE: November 6, 2020

Background:

The CITE and Microsoft Strategic Alliance (CAMSA) is an agreement between California IT in Education (CITE), Microsoft and SoftChoice to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Educational Solutions (EES) program.

Fountain Valley School District has taken advantage of the CAMSA licensing model in previous years to save thousands of dollars on Microsoft product installations and upgrades, such as Microsoft Windows 10, Microsoft Office Suites and Microsoft Server software.

Fiscal Impact:

The annual cost is \$20,119.16, licensing for all District staff and students.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Microsoft and SoftChoice to purchase Microsoft products.

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	69427601	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	87627348		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
--------------------------	-------------------------	-------------------------------------	-------------------------

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

g. Annual orders. Institution must submit annual orders as follows:

(i) Annual order requirements. If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.

(ii) Subscription License Reductions. Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:

1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.

(iii) Annual order period. Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.

h. Buy-out option. Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.

i. How to confirm orders. Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.

j. Step up licenses. For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

a. Subscription price. This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input checked="" type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. *End of Enrollment term and termination.*

- a. General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. If Institution elects not to renew.**
 - (i) Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input checked="" type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	500
2. Students	<input checked="" type="checkbox"/>	6400

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Fountain Valley School District

Contact name: First* Sadegh **Last*** Parham

Contact email address* sadeghp@fvsd.us

Street address* 10055 Slater Ave

City* Fountain Valley

State/Province* CA

Postal code* 92708-4712-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 714-843-3299

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Sadegh **Last*** Parham

Contact email address* sadeghp@fvsd.us

Street address* 10055 Slater Ave

City* Fountain Valley

State/Province* CA

Postal code* 92708-4712-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 714-843-3299

Language preference. Choose the language for notices. English

☐ This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Sadegh **Last*** Parham

Contact email address* sadeghp@fvds.us

Phone 714-843-3299

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted) * 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name: First* Licensing **Last*** Administrator

Phone 416-588-9002 x2307

Contact email address* msselquestconfirmation@softchoice.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*

Printed name*

Printed title*

Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact

(ii) Software Assurance Manager

(iii) Subscriptions Manager

(iv) Customer Support Manager (CSM) contact

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Display Sample

Program Signature Form

MBA/MBSA number

Agreement number

5523254

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Fountain Valley School District
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Softchoice
20, Mowat Avenue
Toronto, ON, M6K 3E8

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-89300
Date	12-Oct-2020

QUOTE

Ship To :
Parham Sadegh
Fountain Valley School District
10055 SLATER AVE
FOUNTAIN VALLEY, CA 92708

Bill To:
Parham Sadegh
Fountain Valley School District
10055 SLATER AVE
FOUNTAIN VALLEY CA
92708

Quote Prepared For	Parham Sadegh Fountain Valley School District Phone: (714) 843-3299 Email: sadeghp@fvsd.us
Quote Sent By	Maureen Copeland maureen.eggeman@softchoice.com Phone: (312) 655-9002 Fax:
Anniversary Date	04-Oct-2020
Agreement End Date	31-Oct-2020
Authorization Number	87627348

Group1

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000400489		CAMSA EES - Renewal - budgetary - Previous ENR # 87627348								

2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	375		01-Nov-2020	31-Oct-2021		Subscription	\$48.10	\$18,037.50
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL	6400		01-Nov-2020	31-Oct-2021		Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	1		01-Nov-2020	31-Oct-2021		Subscription	\$0.00	\$0.00
2000279133	6QK-00001	Azure Monetary Commitment	1		01-Nov-2020	31-Oct-2021		Subscription	\$1,224.00	\$1,224.00
2000279296	228-04437	SQLSvrStd ALNG LicSAPk MVL	2		01-Nov-2020	31-Oct-2021		Term License & Maintenance	\$71.51	\$143.02
2000279370	9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	3		01-Nov-2020	31-Oct-2021		Term License & Maintenance	\$42.08	\$126.24
2000279360	9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	2		01-Nov-2020	31-Oct-2021		Term License & Maintenance	\$294.20	\$588.40
GROUP TOTAL									\$20,119.16	

SUBTOTAL		\$20,119.16
DELIVERY: Ground - 3 to 5 days		\$0.00
State Tax		\$0.00
Local Tax		\$0.00
All currency in this quote is in (USD).	TOTAL	\$20,119.16

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. As noted in the Microsoft Enterprise Agreement, any subscription services within this quote will automatically renew unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO es :signer1}}



FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: ASSISTANCE LEAGUE OF HUNTINGTON BEACH OPERATION
SCHOOL BELL
DATE: November 6, 2020

Background:

Each year, the Assistance League of Huntington Beach provides new clothing, shoes, and supplies to thousands of economically disadvantaged students in school districts from Fountain Valley, Huntington Beach City, Huntington Beach Union, Ocean View, and Westminster School Districts.

In partnership with FVSD staff, students are selected based on economic need to participate in specified nights at local retailers to shop with their parents at discounted rates.

The Fountain Valley School District is very grateful to the Assistance League of Huntington Beach for this generous program, which continues to benefit our students each year.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and the Assistance League of Huntington Beach to work collaboratively to identify students to participate in Operation School Bell for the 2020/21 school year.



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Reappointment of Mr. Tony McCombs to the Personnel Commission
as the California School Employees Association Nominee**
DATE: November 6, 2020

Background:

The three-year term of Mr. Tony McCombs as the California School Employees Association appointee to the Personnel Commission is due to expire at the end of November 2020. He has been on the Commission since December 1, 2017. California School Employees Association, Chapter #358 has once again nominated Mr. McCombs to serve as the California School Employees Association appointee to the Personnel Commission.

Recommendation:

It is recommended that the Board of Trustees approves the reappointment of Mr. Tony McCombs to the Personnel Commission for a three-year term – December 1, 2020, to November 30, 2023.

Reference: Education Code Sections 45245-45246

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: November 4, 2020

Subject: **Non-Public Agency/School Contracts – Amendments**

Board Meeting Date: November 12, 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	Olive Crest Academy / Olive Crest Academy-North W21083	N/A	July 1, 2020 to June 30, 2021
	Olive Crest Academy / Olive Crest Academy-North W21084	\$882.00	July 1, 2020 to June 30, 2021

Approved by the FVSD Board of
Trustees November 12, 2020

Dr. Mark Johnson
Superintendent

Date:

AMENDMENT NO. 1
TO
MASTER CONTRACT #W21083, DATED JUNE 25, 2020
BETWEEN
FOUNTAIN VALLEY SCHOOL DISTRICT
AND
OLIVE CREST ACADEMY / OLIVE CREST ACADEMY-NORTH

This Amendment No. 1 to the Master Contract (W21083) dated June 25, 2020 is made and entered into this 12th day of November, 2020, between the Fountain Valley School District, hereinafter referred to as "District," and Olive Crest Academy / Olive Crest Academy-North, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

1. Master Contract is amended to correct the name of Contractor from "Olive Crest Academy" to "Olive Crest Academy / Olive Crest Academy-North", inclusive of both campuses located in Orange, CA and Garden Grove, CA, respectively.
2. Exhibit A: 2020-2021 Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2020 through June 30, 2021.
3. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated June 25, 2020 shall remain in full force and effect.

CONTRACTOR,

Olive Crest Academy / Olive Crest Academy-North
Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

Fountain Valley School District

By:

Signature

Date

Dr. Mark Johnson, Superintendent
Name and Title of Authorized
Representative

EXHIBIT A: 2020-2021 RATES

CONTRACTOR Olive Crest Academy /
Olive Crest Academy-North
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER W21083 **2020-2021**
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	<u>Original</u>	<u>Revised</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	\$ 190.77	\$ 195.18	Per Diem
Basic Education Program/Dual Enrollment			

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

	<u>Original</u>	<u>Revised</u>	
(1) a. Transportation – Round Trip	46.94-57.78-68.73	46.94-57.78-68.73	Per Day
b. Transportation – Private	\$ 175.00	\$ 175.00	Per Day
c. Public Transportation			
d. Parent*			
(2) a. Educational Counseling – Individual	Inclusive	Inclusive	Per Hour
b. Educational Counseling – Group of _____	Inclusive	Inclusive	Per Hour
c. Additional Student Counseling – Individual	\$ 123.91	\$ 123.91	Per Hour
d. Counseling – Parent	\$ 112.78	\$ 112.78	Per Hour
(3) a. Adapted Physical Education – Individual			
b. Adapted Physical Education – Group of _____			
(4) a. Language and Speech Therapy – Individual	\$ 115.05	\$ 115.05	Per Hour
b. Language and Speech Therapy – Group of 2	\$ 115.05	\$ 115.05	Per Hour
c. Language and Speech Therapy – Group of 3			
d. Language and Speech – Consultation Rate	\$ 131.74	\$ 131.74	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)			
b. Additional Instructional Assistant – Group of 2			
c. Additional Instructional Assistant – Group of 3			
(6) Intensive Special Education Instruction**			
(7) Physical Therapy			
(8) a. Behavior Intervention and Development (BID)	Inclusive	Inclusive	Per Hour
b. Behavior Intervention and Implementation (BII)	Inclusive	Inclusive	Per Hour
c. Behavior Intervention – Supervision			
Provided by: _____			
d. Behavior Support Services (outside of school hours)	\$ 109.22	\$ 109.22	Per Hour
(9) a. Behavioral Assistant – 1:1 Classroom	\$ 122.08	\$ 122.08	Per Day
b. Behavioral Assistant – During Transit	\$ 65.78	\$ 65.78	Per Day
(10) Translation Services	\$ 75.00	\$ 75.00	Per IEP
(11) Nursing Services			
(12) Re-Connect Program			
a. In-home Assessment and Plan Development (up to 4 hours)	\$ 125.00	\$ 125.00	Per Hour
b. Student Counseling	\$ 125.00	\$ 125.00	Per Hour
c. Parent Counseling	\$ 125.00	\$ 125.00	Per Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

2020/2021

HBUHSD Contract No. W21084
Please refer to this number on correspondence, invoices, etc.

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 12th of November, 2020 between the Fountain Valley School District, County of Orange and Olive Crest Academy / Olive Crest Academy-North for
(Local Education Agency) (Nonpublic School or Agency)

 born on , who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)
of Orange County.

ORIGINAL CONTRACT – July 01, 2020 to June 30, 2021

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 190.77	200	\$ 38,154.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Transportation – Zone 1 (RT/day)	NPS	Round-trip	\$ 46.94	200	9,388.00
TOTAL ORIGINAL CONTRACT COST:					\$ 47,542.00

AMENDMENT #1 CONTRACT – July 01, 2020 to June 30, 2021

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education	NPS	Per Diem	\$ 4.41	200	\$ 882.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 882.00

AMENDED CONTRACT – July 01, 2020 to June 30, 2021

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 195.18	200	\$ 39,036.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Transportation – Zone 1 (RT/day)	NPS	Round-trip	\$ 46.94	200	9,388.00
TOTAL AMENDED CONTRACT COST:					\$ 48,424.00

This AMENDED Service shall begin on July 1, 2020 and shall terminate at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy / Olive Crest Academy-North
(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

(Type Name and Title)

-DISTRICT-

Fountain Valley School District
(Name of School District)

(Signature)

Date

Dr. Mark Johnson, Superintendent
(Type Name of Superintendent)

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: November 4, 2020

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: November 12, 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	Blind Children's Learning Center W21140	N/A	October 26, 2020 to June 30, 2021
	Blind Children's Learning Center W21141	\$1,899.54	October 26, 2020 to June 30, 2021
	Secure Transportation Company, Inc. W21143	\$14,280.00	October 27, 2020 to June 30, 2021
	Secure Transportation Company, Inc. W21144	\$23,800.00	October 20, 2020 to June 30, 2021

Approved by the FVSD Board of Trustees
November 12, 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 26th day of October 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,

Blind Children's Learning Center

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

Blind Children's Learning Center

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 Blind Children's Learning Center CONTRACTOR NUMBER W21140 2020-2021
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determined 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
\$ 160.32	Per Diem

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Mileage		
	d. Parent*		
(2)	a. Vision Itinerant Services	\$ 105.53	Per Hour
	b. Vision Itinerant (VI) Para Professional	\$ 105.53	Per Hour
	c. Vision – Assessment / Evaluation	\$ 105.53	Per Hour
(3)	a. Occupational Therapy Services	\$ 105.53	Per Hour
	b. Occupational Therapy Assistant (COTA)	\$ 105.53	Per Hour
	c. Occupational Therapy – Assessment / Evaluation	\$ 105.53	Per Hour
(4)	a. Physical Therapy Services	\$ 105.53	Per Hour
	b. Physical Therapy Assistant (PTA)	\$ 105.53	Per Hour
	c. Physical Therapy – Assessment / Evaluation	\$ 105.53	Per Hour
(5)	a. Language and Speech Therapy Services	\$ 107.09	Per Hour
	b. Language and Speech Therapy Assistant (SLPA)	\$ 103.51	Per Hour
	c. Language and Speech – Assessment / Evaluation	\$ 107.09	Per Hour
(6)	a. Orientation & Mobility Services	\$ 105.53	Per Hour
	b. Orientation & Mobility – Assessment / Evaluation	\$ 105.53	Per Hour
(7)	Global Home-Based Services	\$ 105.53	Per Hour
(8)	Psychological Testing / Counseling	\$ 105.53	Per Hour
(9)	Deaf-Blind Intervener	\$ 105.53	Per Hour
(10)	Braille Transcribing	\$ 105.53	Per Hour
(11)	One-on-One (1:1) Aide Support (must be authorized on IEP)	\$ 17.00	Per Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

2020/2021

HBUHSD Contract # W21141

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 October 26, 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	BLIND CHILDREN'S LEARNING CENTER	
Address	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address	18542-B VANDERLIP AVENUE SANTA ANA, CA 92705	
LEA Case Manager	AMY MOTSINGER		Phone	714-573-8888	Fax 714-573-4944
			E-Mail	www.blindkids.org	
Student Last Name		Student First Name		Program Contact Name	AMIEE GOULDING, DIRECTOR
D.O.B.		I.D. #		Phone	714-573-8888, x4010
				Fax	714-573-4944
			E-Mail	amiee.goulding@blindkids.org	
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			Education Schedule – Extended School Year		
City, State Zip			Number of Days		Number of Weeks
			Contract Begins	10/26/20	Ends 06/30/21
Home Phone		Business/Mobile		Master Contract Approved by the Governing Board on: 11/12/20	

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									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2020/2021

HBUHSD Contract # W21141

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other - Vision Itinerant Services			X		\$105.53/hr	2x60min/mo	9		\$ 1,899.54
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 1,899.54

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 1,899.54TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 1,899.54

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD OF 11/12/20

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

BLIND CHILDREN'S LEARNING CENTER
(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)

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

The WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION, hereinafter referred to as WOCCSE, on behalf of FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as District, and SECURE TRANSPORTATION COMPANY, INC., hereinafter referred to as Contractor, mutually agree as follows:

1. The term under this Contract shall be October 27, 2020 through June 30, 2021.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCSE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, residing within the Fountain Valley School District to Ada Clegg Elementary School, located within the Westminster School District, at a round-trip daily rate of \$120.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$60.00. Transportation schedule to be daily round-trip transport to and from school Tuesday through Friday beginning 10/27/20 - 6/30/21. Transportation schedule is subject to change depending on school reopening plans as determined by COVID-19 Pandemic guidelines.
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
 - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
 - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
 - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
 - D. Contractor personnel shall provide "safe riding" and "evacuation" instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
 - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so certified and under current state and local regulations and laws. In addition, all

transport vehicles used shall be air-conditioned, be equipped with 2-way radios, and when applicable, be equipped with hydraulic wheelchair lifts.

- B. Vehicles shall be maintained, clean inside and out as necessary and visible repairs to body damage shall be made without undue delay.
 - C. In no case, will a vehicle be used to transport students under the terms of this contract which has installed seating for more than nine (9) passengers, unless it is equipped and certified under California law as a school bus and driven by a licensed school bus driver.
7. All accidents involving equipment or personnel while operating under the terms of the contract shall be reported to WOCCE as soon as is practicable after the occurrence.
 8. WOCCE shall designate a contract administrator for each type of transportation required under this contract who shall be available during regular working hours and have the authority to act in all matters covered by the agreement.
 9. The Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the contractors' work. If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to WOCCE/District for acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and WOCCE/District. WOCCE's consent to, or approval of, any subcontractor under this Contract shall not in any way relieve the Contractor of his obligations under this Contract, and no such consent or approval shall be deemed to waive any provision of this Contract.
 10. The Huntington Beach Union High School District on behalf of WOCCE/District shall pay the Contractor on a monthly basis for all transportation services, based upon the submission of an itemized invoice. Invoices must include individual trip tickets showing the name of the passengers and destination of runs.
 11. The Contractor shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder, without the prior written consent of WOCCE.
 12. While performing services under the Contract, the Contractor and any subcontractors, are independent Contractors and not an officer, employee or agent of WOCCE.
 13. The Contractor shall hold harmless and indemnify WOCCE/District, its officers, agents and employees from every claim, demand, or liability, which may be made by reason of:
 - A. Any injury to property or person including death, sustained by the Contractor or by any person, firm, or corporation employed by the Contractor, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by an error, omission, neglect or torturous act of the Contractor, its officers, agents or employees upon or in connection with the services hereunder,

whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed; and

- C. The Contractor, at its own expense, cost and risk, shall defend any and all action, suits or other proceedings, that may be brought or instituted against WOCCSE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCSE/District, its officers, agents or employees in any such action, suit or other proceedings as a result thereof.
14. The Contractor shall take out and maintain during the life of this Contract: 1) comprehensive public liability insurance consisting of bodily injury liability in amounts not less than One Million (\$1,000,000) for any one (1) person and One Million (\$1,000,000) for any one (1) occurrence and property damage insurance in an amount equal to One Million (\$1,000,000) to insure against all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract. This coverage will be endorsed naming WOCCSE as additional insured. 2) Workers' Compensation Insurance to statutory limits by the State of California.

The Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance as shall protect the subcontractor and WOCCSE with respect to those same claims and liabilities as to which the Contractor holds WOCCSE harmless as provided for in the Contract documents. Such insurance shall be in the amounts and requirements set forth above.

15. The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurance and certificated which have been delivered to and approved by the Purchasing Department of the Huntington Beach Union High School District.

Certificates and insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to WOCCSE stating the effective date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing of said notice."

Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

16. WOCCSE may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if:
- a. The Contractor fails to perform the services satisfactorily, or to furnish safe and adequate equipment or personnel during the time specified herein or any extension thereof:

OR

- b. The Contractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten (10) days (or such longer period as WOCCSE may authorize in writing) after receipt of notice from WOCCSE specifying such failure.

The Contractor shall not be liable for any excess costs if the failure to perform under the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of WOCCSE or anyone employed by it, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors of supplies due to such causes.

The Contractor shall be required to continue services under the Contract which are not terminated.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 27th day of October 2020 and terminates on June 30, 2021, unless sooner terminated as provided herein.

Fountain Valley School District**Secure Transportation Company, Inc.**

By: _____
Signature

By: _____
Signature

Dr. Mark Johnson, Superintendent
Name and Title of Authorized Representative

Jeff Boshears, Chief Financial Officer
Name and Title of Authorized Representative

Date: _____

Date: _____

**West Orange County Consortium for
Special Education**

By: _____
Signature

Jimmy Templin, Executive Director
Name and Title of Authorized Representative

Date: _____

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1**

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

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 11972.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

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

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

The CONTRACTOR shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**

To the Governing Board of the Huntington Beach Union High School District:

I Secure Transportation Company, Inc., acknowledge and certify as follows:

I have carefully read and understand the Notice to Contracts Regarding Criminal Record Checks "NOTICE" (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

Due to the nature of the work to be performed, I, my employees, subcontractors, employees of subcontractors and/or volunteers (check all that apply):

- ☒ May have contact with students of the SELPA/Member Districts.
- ☐ Will have only limited contact with pupils, and requests that the SELPA/Member Districts provide supervision of its employees, subcontractors, employees of subcontractors, and or volunteers by SELPA/Member District personnel while such employees are in contact with pupils.
- ☐ Will have NO contact with students of the SELPA/Member Districts.

I, my employees, subcontractors, employees of subcontractors, and or volunteers who may have contact with SELPA/Member Districts students MUST complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

I, nor any of my employees, subcontractors, employees of subcontractors, and or volunteers who will be performing the work have been convicted of a violent or serious felony as defined in the NOTICE and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and FBI.

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

Executed at _____, California, on ____/____/____.

Secure Transportation Company, Inc.
CONTRACTOR Name / Business Name
Jeff Boshears
Printed Name of Authorized Signer
Chief Financial Officer
Title of Authorized Signer

Authorized Signature

434 E. Broadway Avenue
Address
Long Beach, CA 90802
City, State, Zip
(800) 856-9994
Telephone
schools@securetransportation.com
E-Mail Address

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

The WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION, hereinafter referred to as WOCCSE, on behalf of FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as District, and SECURE TRANSPORTATION COMPANY, INC., hereinafter referred to as Contractor, mutually agree as follows:

1. The term under this Contract shall be October 20, 2020 through June 30, 2021.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCSE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, residing within the Fountain Valley School District to Anderson Elementary School, located within the Westminster School District, at a round-trip daily rate of \$200.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$100.00 and \$60.00, respectively when LVN is accompanying student. Round-trip daily rate includes transportation of Licensed Vocational Nurse (LVN) provided by parent(s). Transportation schedule to be daily round-trip transport to and from school Tuesday through Friday beginning 10/20/20 - 6/30/21. Transportation schedule is subject to change depending on school reopening plans as determined by COVID-19 Pandemic guidelines.
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
 - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
 - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
 - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
 - D. Contractor personnel shall provide "safe riding" and "evacuation" instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
 - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so

certified and under current state and local regulations and laws. In addition, all transport vehicles used shall be air-conditioned, be equipped with 2-way radios, and when applicable, be equipped with hydraulic wheelchair lifts.

- B. Vehicles shall be maintained, clean inside and out as necessary and visible repairs to body damage shall be made without undue delay.
 - C. In no case, will a vehicle be used to transport students under the terms of this contract which has installed seating for more than nine (9) passengers, unless it is equipped and certified under California law as a school bus and driven by a licensed school bus driver.
7. All accidents involving equipment or personnel while operating under the terms of the contract shall be reported to WOCCE as soon as is practicable after the occurrence.
 8. WOCCE shall designate a contract administrator for each type of transportation required under this contract who shall be available during regular working hours and have the authority to act in all matters covered by the agreement.
 9. The Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the contractors' work. If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to WOCCE/District for acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and WOCCE/District. WOCCE's consent to, or approval of, any subcontractor under this Contract shall not in any way relieve the Contractor of his obligations under this Contract, and no such consent or approval shall be deemed to waive any provision of this Contract.
 10. The Huntington Beach Union High School District on behalf of WOCCE/District shall pay the Contractor on a monthly basis for all transportation services, based upon the submission of an itemized invoice. Invoices must include individual trip tickets showing the name of the passengers and destination of runs.
 11. The Contractor shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder, without the prior written consent of WOCCE.
 12. While performing services under the Contract, the Contractor and any subcontractors, are independent Contractors and not an officer, employee or agent of WOCCE.
 13. The Contractor shall hold harmless and indemnify WOCCE/District, its officers, agents and employees from every claim, demand, or liability, which may be made by reason of:
 - A. Any injury to property or person including death, sustained by the Contractor or by any person, firm, or corporation employed by the Contractor, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by an error, omission, neglect or torturous act of the Contractor,

its officers, agents or employees upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed; and

- C. The Contractor, at its own expense, cost and risk, shall defend any and all action, suits or other proceedings, that may be brought or instituted against WOCCE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCE/District, its officers, agents or employees in any such action, suit or other proceedings as a result thereof.
14. The Contractor shall take out and maintain during the life of this Contract: 1) comprehensive public liability insurance consisting of bodily injury liability in amounts not less than One Million (\$1,000,000) for any one (1) person and One Million (\$1,000,000) for any one (1) occurrence and property damage insurance in an amount equal to One Million (\$1,000,000) to insure against all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract. This coverage will be endorsed naming WOCCE as additional insured. 2) Workers' Compensation Insurance to statutory limits by the State of California.

The Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance as shall protect the subcontractor and WOCCE with respect to those same claims and liabilities as to which the Contractor holds WOCCE harmless as provided for in the Contract documents. Such insurance shall be in the amounts and requirements set forth above.

15. The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurance and certificated which have been delivered to and approved by the Purchasing Department of the Huntington Beach Union High School District.

Certificates and insurance policies shall include the following clause:

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Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

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- a. The Contractor fails to perform the services satisfactorily, or to furnish safe and adequate equipment or personnel during the time specified herein or any extension thereof:

OR

- b. The Contractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten (10) days (or such longer period as WOCCSE may authorize in writing) after receipt of notice from WOCCSE specifying such failure.

The Contractor shall not be liable for any excess costs if the failure to perform under the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of WOCCSE or anyone employed by it, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors of supplies due to such causes.

The Contractor shall be required to continue services under the Contract which are not terminated.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 20th day of October 2020 and terminates on June 30, 2021, unless sooner terminated as provided herein.

Fountain Valley School District**Secure Transportation Company, Inc.**

By: _____
Signature

By: _____
Signature

Dr. Mark Johnson, Superintendent
Name and Title of Authorized Representative

Jeff Boshears, Chief Financial Officer
Name and Title of Authorized Representative

Date: _____

Date: _____

**West Orange County Consortium for
Special Education**

By: _____
Signature

Jimmy Templin, Executive Director
Name and Title of Authorized Representative

Date: _____

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1**

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

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 11972.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

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The CONTRACTOR shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**

To the Governing Board of the Huntington Beach Union High School District:

I Secure Transportation Company, Inc., acknowledge and certify as follows:

I have carefully read and understand the Notice to Contracts Regarding Criminal Record Checks "NOTICE" (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

Due to the nature of the work to be performed, I, my employees, subcontractors, employees of subcontractors and/or volunteers (check all that apply):

- ☒ May have contact with students of the SELPA/Member Districts.
- ☐ Will have only limited contact with pupils, and requests that the SELPA/Member Districts provide supervision of its employees, subcontractors, employees of subcontractors, and or volunteers by SELPA/Member District personnel while such employees are in contact with pupils.
- ☐ Will have NO contact with students of the SELPA/Member Districts.

I, my employees, subcontractors, employees of subcontractors, and or volunteers who may have contact with SELPA/Member Districts students MUST complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

I, nor any of my employees, subcontractors, employees of subcontractors, and or volunteers who will be performing the work have been convicted of a violent or serious felony as defined in the NOTICE and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and FBI.

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

Executed at _____, California, on ____/____/____.

Secure Transportation Company, Inc.
CONTRACTOR Name / Business Name
Jeff Boshears
Printed Name of Authorized Signer
Chief Financial Officer
Title of Authorized Signer

Authorized Signature

434 E. Broadway Avenue
Address
Long Beach, CA 90802
City, State, Zip
(800) 856-9994
Telephone
schools@securetransportation.com
E-Mail Address