



Fountain Valley School District

BOARD OF TRUSTEES
SPECIAL MEETING

A G E N D A

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

December 10, 2020

Meeting Link: https://us02web.zoom.us/webinar/register/WN_TWwMGFpeTCCXRR5h8ehXTg

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

M _____
 2nd _____
 V _____

- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. CELEBRATION OF OUTGOING TRUSTEE IAN COLLINS

In celebration and appreciation of his twelve years of dedicated service to the Board of Trustees, the Fountain Valley School District Family will honor Mr. Ian Collins for his ongoing commitment to our staff, students and community.

- RECESS

STAFF REPORTS AND PRESENTATIONS

2. FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to

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.

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, December 10th. 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. **APPROVAL OF 2020-21 LCFF BUDGET OVERVIEW FOR PARENTS** M ___
 2nd ___
 V ___

As part of the Local Control Funding Formula, every school district in California is typically required to develop and adopt a Local Control Accountability Plan (LCAP), including a Budget Overview for Parents. Executive Order N-56-20, issued on April 22, 2020, waived the requirement to develop and adopt an LCAP for the 2020-21 school year, but also stipulated that school districts are required to develop a Budget Overview for Parents, using the approved template, and adopt the Budget Overview for Parents in conjunction with the First Interim Report. The purpose of the Budget Overview for Parents is to help simplify the complex information related to the District’s budget.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the 2020-21 LCFF Budget Overview for Parents, for the Fountain Valley School District.

- 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 November 12th regular meeting

- 4-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 4-C. Donations
- 4-D. Warrants
- 4-E. Purchase Order Listing
- 4-F. Budget Transfers and Adjustments

Consent Items

4-G. APPROVAL OF 2020-21 FIRST INTERIM REPORT

Superintendent's Comments: The First Interim Report is completed and submitted to the County Office of Education and the State Controller's Office as of October 31, 2020. It is recommended that the Board of Trustees receives and authorizes submittal of the First Interim Report for 2020-21.

4-H. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION

Superintendent's Comments: It is recommended that the Board of Trustees approve the Memorandum of Understanding between Fountain Valley School District and Fountain Valley Education Association.

4-I. RATIFICATION OF AGREEMENT WITH COASTAL FAMILY MEDICINE INC. ("CFM") TO PROVIDE VOLUNTARY COVID-19 TESTING FOR STAFF

Superintendent's Comments: It is recommended that the Board of Trustees ratifies the Agreement between Coastal Family Medicine Inc. and Fountain Valley School District to provide voluntary COVID-19 testing for FVSD employees.

4-J. ORANGE COUNTY CHILDREN'S SCREENING REGISTRY PARTICIPATION AGREEMENT WITH CHILDRENS HOSPITAL OF ORANGE COUNTY FOR THE 2020-2021 SCHOOL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approves the OC Children's Screening Registry agreement between Children's Hospital of Orange County and the Fountain Valley School District for the 2020-2021 school year.

4-K. AFFILIATION AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE PEDIATRIC VISION PROJECT FOR THE 2020-2021 SCHOOL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approves the affiliation agreement between the Regents of the University of California and the Fountain Valley School District for the school year 2020-2021.

4-L. LEARNING GENIE SOFTWARE SERVICE AGREEMENT FOR THE 2020-2021 SCHOOL YEAR

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Software Service Agreement between Learning Genie and the Fountain Valley School District for the school year 2020-2021.

4-M. RATIFICATION OF MOU BETWEEN OCDE AND FVSD FOR MENTAL HEALTH STUDENT SERVICES ACT (MHSSA)

Superintendent’s Comments: It is recommended that the Board of Trustees ratifies the MOU between Orange County Department of Education and Fountain Valley School District for the Mental Health Student Services Act (MHSSA) from September 1, 2020 through August 31, 2024.

4-N. TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT - AMMENDMENT

Superintendent’s Comments: It is recommended that the Board of Trustees approves this amendment of the September 7, 2017 Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for the extension of the program from July 1, 2017 through December 31, 2020.

4-O. TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT

Superintendent’s Comments: It is recommended that the Board of Trustees ratifies the Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for the use from July 1, 2020 through June 30, 2023.

4-P. NON-PUBLIC AGENCY CONTRACTS

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Secure Transportation Company, Inc.	\$12,720	11/18/20-6/30/21
Secure Transportation Company, Inc.	\$15,450	12/1/20-6/30/21

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.

- CLOSSED 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.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at luccheser@fvsd.us or calling 714.843.3255 during normal business hours.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at luccheser@fvsd.us or calling 714.843.3255.

Board meeting of December 10, 2020



SO 20-21/B21-12
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: CELEBRATION OF OUTGOING TRUSTEE IAN COLLINS
DATE: December 7, 2020

Background:

In celebration and appreciation of his twelve years of dedicated service to the Board of Trustees, the Fountain Valley School District Family will honor Mr. Ian Collins for his ongoing commitment to our staff, students and community.

Board meeting of December 10, 2020



SO 20-21/B21-13
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)**
DATE: December 7, 2020

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **APPROVAL OF 2020-21 LCFF BUDGET OVERVIEW FOR PARENTS**
DATE: December 1, 2020

Background:

As part of the Local Control Funding Formula, every school district in California is typically required to develop and adopt a Local Control Accountability Plan (LCAP), including a Budget Overview for Parents. Executive Order N-56-20, issued on April 22, 2020, waived the requirement to develop and adopt an LCAP for the 2020-21 school year.

Executive Order N-56-20 also stipulated that school districts are required to develop a LCFF Budget Overview for Parents, using the approved template, and adopt the LCFF Budget Overview for Parents in conjunction with the First Interim Report. The purpose of the LCFF Budget Overview for Parents is to help simplify the complex information related to the District's budget.

Fiscal Impact:

There is no fiscal impact involved in the approval process.

Recommendation:

It is recommended that the Board of Trustees approves the 2020-21 LCFF Budget Overview for Parents, for the Fountain Valley School District.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Fountain Valley School District

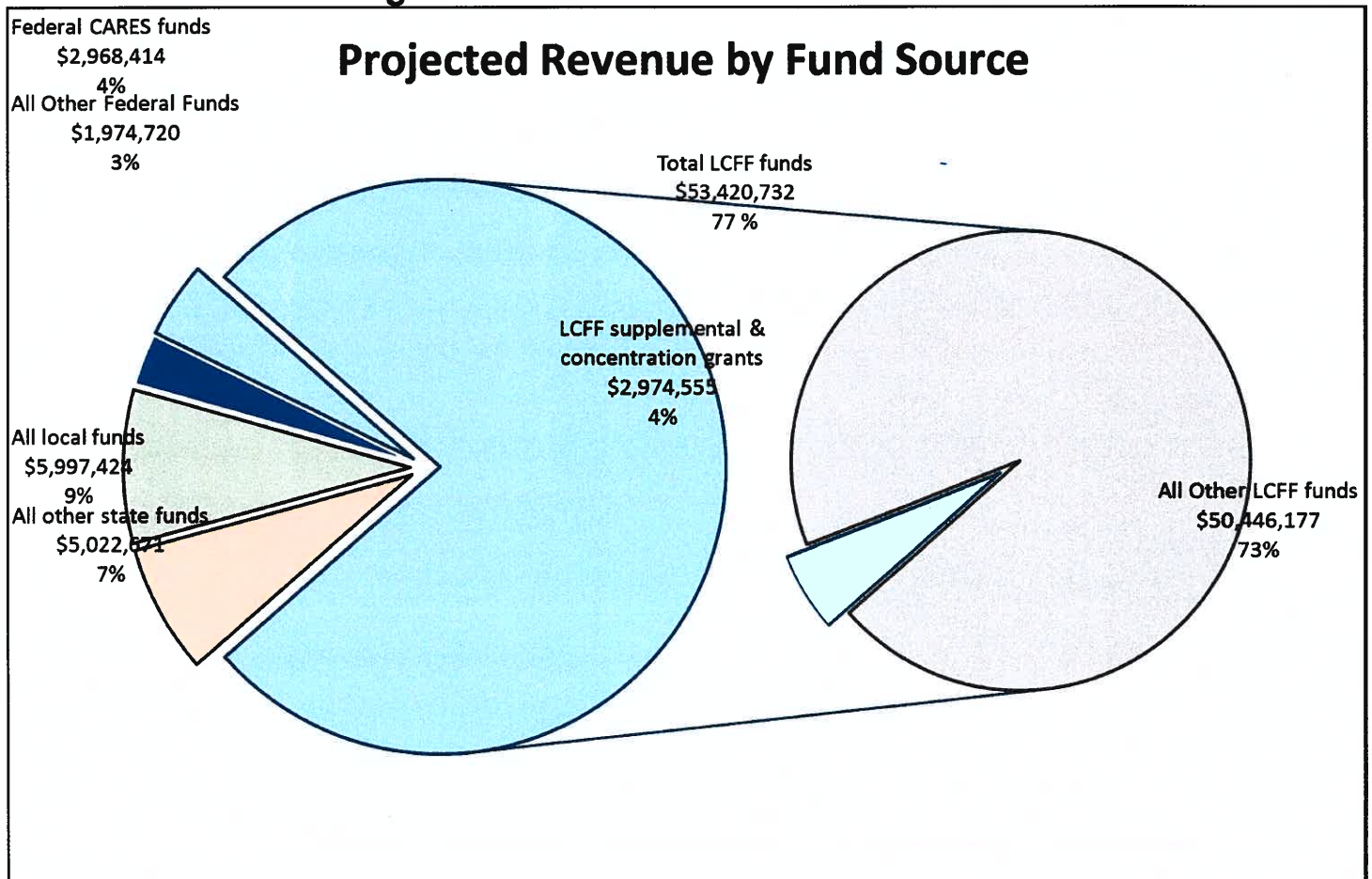
CDS Code: 30664986027924

School Year: 2020-2021

LEA contact information: Jerry Gargus, Ed.D., Director, Ed Services

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2020-21 LCAP Year

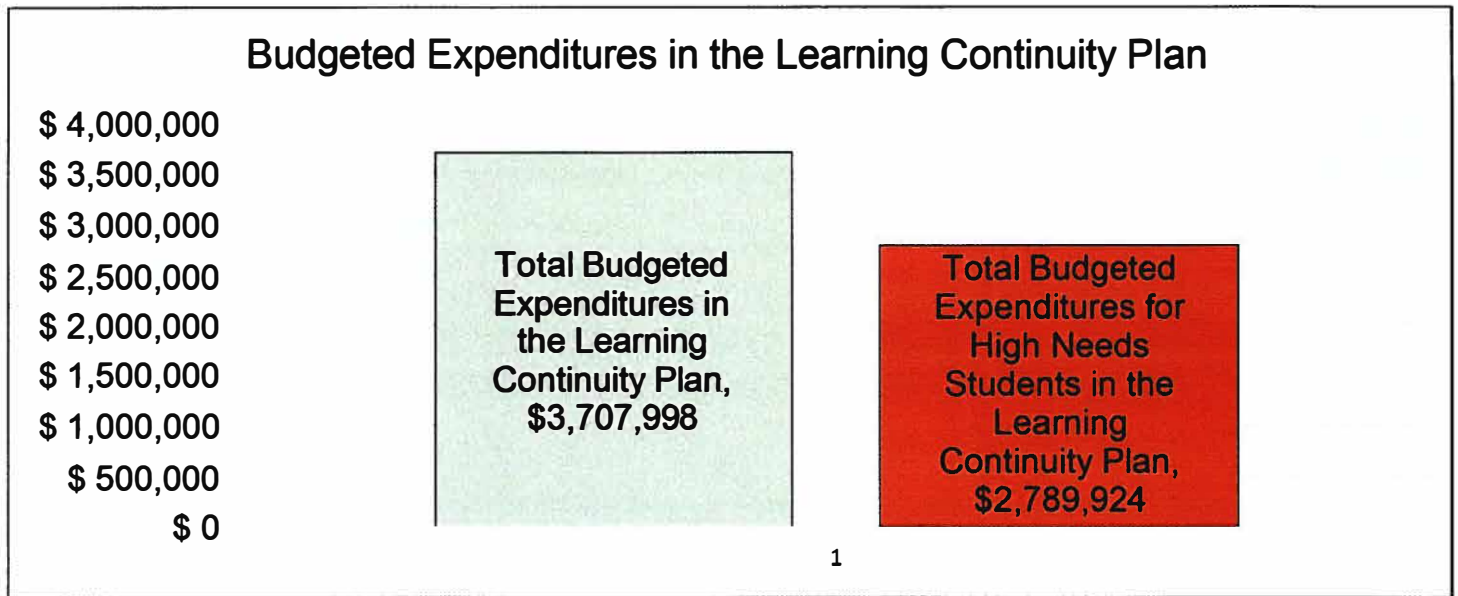


This chart shows the total general purpose revenue Fountain Valley School District expects to receive in the coming year from all sources.

The total revenue projected for Fountain Valley School District is \$69,383,961, of which \$53,420,732 is Local Control Funding Formula (LCFF), \$5,022,671 is other state funds, \$5,997,424 is local funds, and \$4,943,134 is federal funds. Of the \$4,943,134 in federal funds, \$2,968,414 are federal CARES Act funds. Of the \$53,420,732 in LCFF Funds, \$2,974,555 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Fountain Valley School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Fountain Valley School District plans to spend \$69,642,063 for the 2020-21 school year. Of that amount, \$3,707,998 is tied to actions/services in the Learning Continuity Plan and \$65,934,065 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

All other general fund operating expenses not specifically outlined in the Learning Continuity Plan (object codes 1000-7499).

Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

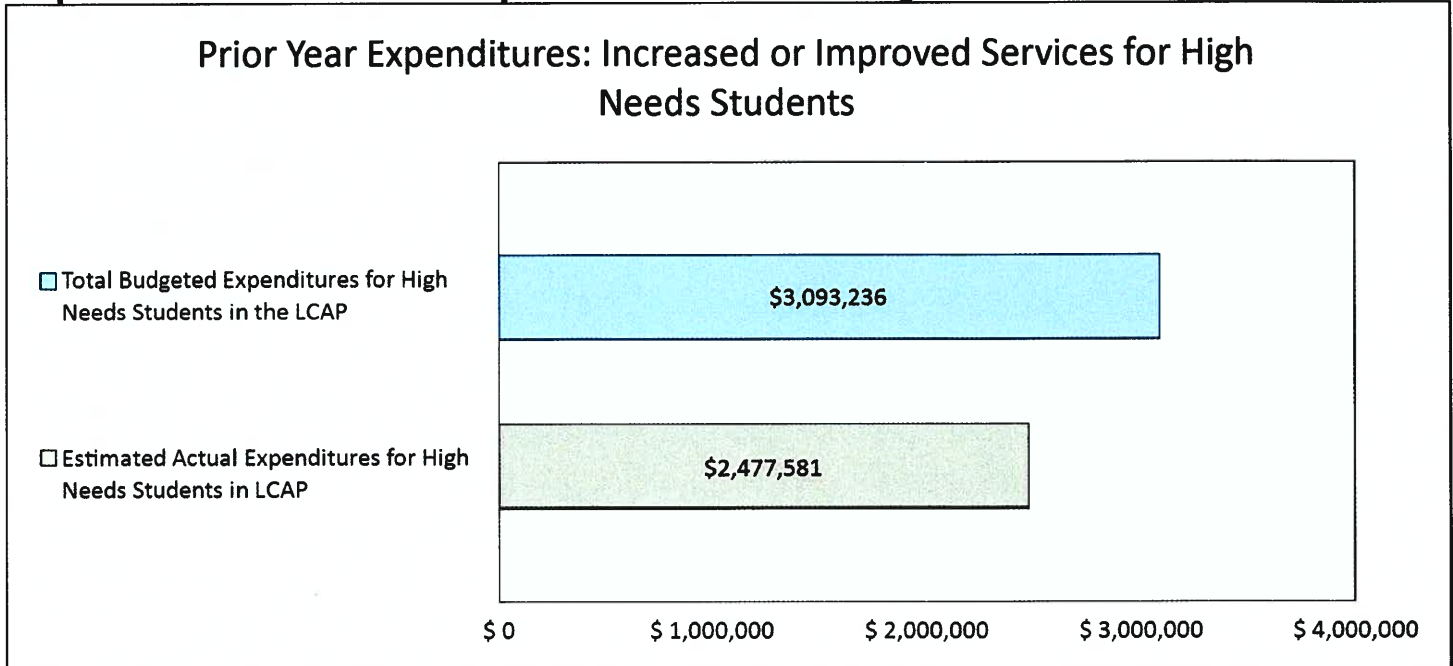
In 2020-21, Fountain Valley School District is projecting it will receive \$2,974,555 based on the enrollment of foster youth, English learner, and low-income students. Fountain Valley School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Fountain Valley School District plans to spend \$2,789,924 towards meeting this requirement, as described in the Learning Continuity Plan.

Expenditures for several of the actions articulated in the Learning Continuity & Attendance Plan have surpassed the amount initially budgeted for in that plan. Examples of these expenses beyond the initially budgeted amount include professional development for teachers/staff related to instructional technologies that support high needs students, costs of technology resources (Chromebooks/Internet Hotspots) to

ensure access for remote learning, additional expenditures related to the school nutrition program, and additional expenditures to support extended school program and preschool supervision.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Fountain Valley School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Fountain Valley School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Fountain Valley School District's LCAP budgeted \$3,093,236 for planned actions to increase or improve services for high needs students. Fountain Valley School District actually spent \$2,477,581 for actions to increase or improve services for high needs students in 2019-20.

Due to school closures in March of 2020, actions and services intended to increase or improve services for high needs students were unable to be conducted. Specific examples of such activities include teacher/staff professional development, teacher collaboration sessions, and parent involvement activities.

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__L_EQco0T3OMwg7lq02viQ

November 12, 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

Mr. Collins led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, provided 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 included a review of the selection and pilot processes, and anticipated timelines for community input. Dr. McLaughlin began by sharing an overview of BP/AR 6161.1 Selection and Evaluation of Instructional Materials. He then reviewed the extensive selection and pilot process as well as timelines for input from our community. In closing, he shared recommendations for elementary science of Discovery Science, middle school science of Amplify Science and McGraw Hill for middle school history. He also shared next steps for the Board of Trustees going forward.

PRESENTATION OF MATERIALS ADOPTION PROCESS AND NEXT STEPS

Christine Fullerton, Assistant Superintendent of Business Service and Joe Hastie, Director of Maintenance and Facilities provided an update to the Board of Trustees on Measure O construction at Phase 2 and Phase 3 schools. Mrs. Fullerton began by reviewing the Big 5 scope of work for our Measure O projects. She shared a review of work completed at our Phase 1 schools: Courreges and Masuda; and Phase 2 schools: Cox, Tamura and Fulton. She shared as well the current status of science buildings at Fulton, scheduled to be completed during Thanksgiving break. Moreover, she shared the progress of our Phase 3 schools: Gisler and Talbert, noting that work is on schedule at both campuses. In addition, she shared the status of our Phase 4 schools: Newland and Oka, noting that Newland's plans have been DSA approved while Oka's have received comments and are in process. The last school, Plavan is a part of Phase 5 and will have painting and new floors.

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

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen's activities since the last meeting included: OCSBA meeting via Zoom and Facebook feed of the City's annual Veterans Day event at Veterans' Park in Fountain Valley. He thanked Dr. Johnson and our entire education team for the successful delivery of instruction during this pandemic.

Mrs. Crandall shared recent events throughout the District including: third day of professional development, DELAC meeting, parent conferences and continued construction. Her activities since the last meeting included: OSCBA webinar on labor negotiations, CSBA webinar regarding post-election outcomes of education initiatives, OCDE celebration of Teachers of the Year via online video including our own Mrs. Kara Thomas-Shepard, annual evaluation of Dr. Johnson, FVSF meeting, and CATO Institute webinar regarding public employee benefits and pensions.

Mr. Collins echoed Mr. Cunneen's comments noting similar participating in the same webinars. He noted that our District is in good shape, financially, instructionally and with the leadership of our Board. He noted his appreciation of being a part of this.

Mrs. Schultz shared her feelings that we are doing well as a District. She noted feedback from the community that they are making the best of this situation and that they are getting support from staff. She commended District staff for their efforts. She noted as well receiving feedback from some virtual parents in

wanting opportunities for their students to get together and interact with small groups in person.

Mrs. Galindo worked with Mrs. Crandall to compile the comments and feedback for Dr. Johnson’s evaluation. She also thanked the pharmacist at CVS for providing flu shots for all teachers in our District. She thanked her fellow trustees for their service this month.

PUBLIC COMMENTS

There were six requests to address the Board of Trustees. Six current and retired trustees from neighboring districts addressed the Board of Trustees in appreciation of the service of Mr. Collins.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to adopt Resolution 2021-12: Authorization for Teaching Credentials 2020-2021 School Year.

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

Second: Mrs. Crandall

Vote: 5-0

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

CONSENT CALENDAR

Second: Mr. Cunneen

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from October 8th regular meeting
- Board Meeting Minutes from October 15th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Strong Workforce Program K-12 Pathway Improvement Grant to Support the Expansion Of College And Career Readiness Programs
- Annual Organizational Meeting
- Board Policy 4119.11/4219.11/4319.11 Sexual Harassment (Second Reading and Adoption)

- Board Policy 5145.7 Sexual Harassment (Second Reading and Adoption)
- Special Education Settlement Agreement 2020-2021-F
- Approve the Contract with R. Jensen Co, Inc. At Fulton Middle School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Approve the Contract with Chapman Coast Roofing, Inc. At the Maintenance Building Complete and Authorize Staff to File the Appropriate Notices of Completion
- Approve the Contract with Incotechnic At Tamura Elementary School Complete and Authorize Staff to File the Appropriate Notices of Completion
- Approve Change Order #1 For the Gisler Elementary School Measure O HVAC And Modernization Project
- Approve Change Order #1 For the Talbert Middle School Measure O HVAC And Modernization Project
- Approve the Contract with Microsoft And Softchoice To Purchase Microsoft Products
- Assistance League of Huntington Beach Operation School Bell
- Reappointment of Mr. Tony McCombs To the Personnel Commission as The California School Employees Association Nominee

- Non-Public Agency Contracts

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

Dr. Johnson Thanked Dr. McLaughlin and his team for their countless hours preparing for these adoptions, including our teacher leaders and those that piloted these materials for all of their efforts. He noted looking forward to our community connecting with us to review these materials and the future adoption. In addition, he thanked Mrs. Fullerton and Mr. Hastie for the great amount and quality of work that has happened over the past few years. He acknowledged, as well, the timeline for this work, starting in 2015 with the formation of the focus group and their study leading to the FMP for the District. He reviewed the timeline going forward until today, noting the number of things that have happened with our facilities over these past years. In addition, he noted with the upcoming Thanksgiving holiday, the opportunity to acknowledge those things we are grateful for, including our

teachers who are doing a fantastic job in such a unique time, our classified staff that have taken on extra hours and duties, and our management team who are leading in such new ways. In closing, he thanked all of those that shared comments this evening in honor of Mr. Collins. He noted that with our two December meetings, Mr. Collins' last meeting will be December 10th where a lot of the meeting will be dedicated to celebrating his 12 years of service to our District. He noted the extraordinarily high-level which Mr. Collins did this work, as noted by the comments this evening. For the moment, he wished to acknowledge how grateful we are for Mr. Collins and how much we love him.

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*

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 9:22PM.

Second: Mr. Collins

Vote: 5-0

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**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 10, 2020**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHERS, HOURLY RATE OF PAY \$31.61.

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Marbut, Maura	Gisler	12/01/2020
1.1.2	Muschetto, Jennifer	Gisler	12/01/2020
1.1.3	Sweeney, Jill	Tamura	12/01/2020
1.1.4	Zebarth, Laurie	Tamura	12/01/2020

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 10, 2020**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Sanchez, Bulmaro	Plavan	Head Custodian	11/15/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Guzman, Jaqueline	Newland	Food Service Worker	06/18/2020
2.2.2	Ebon Libunao, Mischel	Courreges	Food Service Worker	12/11/2020

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Puebla, Edwin	Courreges	Office Assistant	11/10/2020
2.3.2	Muniz Prado, Julissa	Courreges & Fulton	IA Bilingual	11/12/2020
2.3.3	Johnson, Cassidy	Newland	IA Moderate/Severe	11/19//2020

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 12/10/2020

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Blackbaud Giving Fund - Edison International	\$60.00	Classroom Enhancement
TALBERT			
	Talbert Music Parents	\$70.00	Music Elective
DIST. OFC.	West Coast Air Conditioning	\$2,000.00	Staff Appreciation

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING DEC 10, 2020**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 89625 - 89850
Dates: 11/4/2020 - 11/30/2020

Fund 01	General Fund	891,492.74
Fund 12	Child Development	7,059.09
Fund 13	Cafeteria	101,952.14
Fund 14	Deferred Maintenance	4,642.00
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	926,460.81
Fund 25	Capital Facilities	1,163.50
Fund 40	Special Reserves	145,323.02
Fund 68	Worker Comp	80,903.41
Fund 69	Insurance	72,002.39
TOTAL		\$ 2,230,999.10

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4135	WILLIS, ERIC EUGENE	2,700.00	2,700.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4137	AMERICAN ENVIRONMENTAL SPECIAL	849.90	849.90	013028989 5645	CARESLLM-CRF Custodial / Outside Srvs-Repairs & Mainten
P20M4138	DEPARTMENT OF INDUSTRIAL RELAT	125.00	125.00	012869390 5899	Maintenance / Other Operating Expenses
P20M4139	WEST COAST AIR CONDITIONING CO	9,347.00	9,347.00	013028989 5645	CARESLLM-CRF Custodial / Outside Srvs-Repairs & Mainten
P20M4225	GRUETT TREE COMPANY INC	825.00	825.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
P20M4226	HOME DEPOT	185.71	185.71	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4227	SI HEALTH GROUP LLC	626.40	626.40	013028989 4345	CARESLLM-CRF Custodial / Maintenance Supplies
P20M4228	SIGN MART	143.94	143.94	012869390 4345	Maintenance / Maintenance Supplies
P20M4230	REFRIGERATION CONTROL COMPANY	1,339.65	1,339.65	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4233	BUCHAN, RANDOLPH J	235.00	235.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20R0398	THE LIBRARY STORE	1,197.83	1,197.83	010113755 4310	Title I - Oka / Instructional Supplies
P20R0399	FOLLETT SCHOOL SOLUTIONS INC.	369.38	369.38	011403755 4310	Library Services - Oka / Instructional Supplies
P20R0406	ORANGE COUNTY TREASURER	2,930.66	2,930.66	012869390 5570	Maintenance / Sanitation Fees
P20R0409	ORANGE COUNTY SANITATION DISTR	11,419.60	11,419.60	012869390 5570	Maintenance / Sanitation Fees
P20R0411	PRO-ED INC.	94.61	94.61	015642960 4310	Special Ed. - Fulton S&L / Instructional Supplies
P20R0417	SOUTHWEST SCHOOL AND OFFICE SU	52.57	13.57	012059385 4330	Publications / Printing/Xerox Supplies
			39.00	012719380 4325	Business Department / Office Supplies
P20R0420	SOUTHWEST SCHOOL AND OFFICE SU	374.00	374.00	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
P20R0422	TULARE COUNTY OFFICE OF EDUCAT	35.00	35.00	012338055 5210	Title III-EL-Instructional / Travel, Conference, Workshop
P20R0423	LAKESHORE EQUIPMENT COMPANY	160.00	160.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
P20R0426	TULARE COUNTY OFFICE OF EDUCAT	35.00	35.00	012338055 5210	Title III-EL-Instructional / Travel, Conference, Workshop
P20R0427	LEVEL 27 MEDIA	484.00	484.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
P20R0428	SOUTHWEST SCHOOL AND OFFICE SU	606.83	606.83	012723737 4325	Sch Site Admin - Oka / Office Supplies
P20R0433	STAPLES	307.72	307.72	010014787 4310	Other Donations - Courreges / Instructional Supplies
P20R0434	AMAZON.COM LLC	1,087.23	1,087.23	010270075 4399	CARESLLM-CRF Instructional / Equipment Under \$500
P20R0435	AMAZON.COM LLC	38.01	38.01	012849380 4310	Fiscal Services / Instructional Supplies
P20R0437	FERGUSON REFRIGERATION COMMERC	726.58	726.58	013027381 5645	CARESLLM-CRF Food Service / Outside Srvs-Repairs &
P20R0439	TEACHERS COLLEGE COLUMBIA UNIV	2,550.00	1,700.00	010011010 5210	Sch Site Instr - Tamura / Travel, Conference, Workshop
			850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
P20R0441	SCHOOL SPECIALTY INC	121.39	121.39	015104760 4310	Special Ed. - Courreges SDC / Instructional Supplies
P20R0442	READING WRITING PROJECT NETWOR	3,400.00	850.00	010014747 5210	Sch Site Instr - Courreges / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0442	*** CONTINUED ***				
P20R0443	CASBO	595.00	595.00	012719380 5210	State Standards-READING / Travel, Conference, Workshop
P20R0445	FOLLETT SCHOOL SOLUTIONS INC.	453.49	453.49	012129078 4110	Business Department / Travel, Conference, Workshop
P20R0446	AMPLIFIED IT LLC	750.00	750.00	012109078 5826	Lottery Instructional Material / Basic Textbooks
P20R0447	SCHOOL SPECIALTY INC	4,350.00	4,350.00	010013232 4310	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0448	FOLLETT SCHOOL SOLUTIONS INC.	97.88	97.88	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
P20R0449	AMAZON.COM LLC	32.60	32.60	012109078 4325	Sch Site Instr - Cox / Instructional Supplies
P20R0450	BRAINPOP	3,208.13	3,208.13	010113255 4310	Tech/Media Office Operation / Office Supplies
P20R0451	SCHOOL SPECIALTY INC	2,175.00	2,175.00	012723232 4325	Title I - Cox / Instructional Supplies
P20R0452	STAPLES	43.13	43.13	012109078 4325	Sch Site Admin - Cox / Office Supplies
P20R0453	EIDE BAILLY LLP	14,500.00	14,500.00	012169380 5810	Tech/Media Office Operation / Office Supplies
P20R0454	IMAGE 2000	674.25	674.25	010011010 4310	Business - Audit Services / Audit
P20R0455	SOUTHWEST SCHOOL AND OFFICE SU	4,845.90	4,845.90	013028989 4340	Sch Site Instr - Tamura / Instructional Supplies
P20R0458	E-CONTROL SYSTEMS INC.	7,425.00	4,425.00	013027381 4399	CARESLLM-CRF Custodial / Custodial Supplies
			3,000.00	013027381 5645	CARESLLM-CRF Food Service / Equipment Under \$500
P20R0459	FOLLETT SCHOOL SOLUTIONS INC.	3,388.65	3,388.65	012129078 4110	CARESLLM-CRF Food Service / Outside Srvs-Repairs &
P20R0460	RW SMITH & CO	3,409.21	3,409.21	013027381 4410	Lottery Instructional Material / Basic Textbooks
P20R0461	SOUTHWEST SCHOOL AND OFFICE SU	323.86	323.86	013027381 4790	CARESLLM-CRF Food Service / Fixed Assets \$500-\$5000
P20R0462	NORTHERN SPEECH SERVICES INC.	165.52	165.52	015642960 4310	CARESLLM-CRF Food Service / Food Services Supplies
P20R0464	SOUTHWEST SCHOOL AND OFFICE SU	200.10	200.10	010143889 4311	Special Ed. - Fulton S&L / Instructional Supplies
P20R0465	HEINEMANN	46.76	46.76	010011010 4310	Donations - Talbert / Elective Supplies
P20R0466	SEHI COMPUTER PRODUCTS	6,394.51	6,394.51	012109078 4347	Sch Site Instr - Tamura / Instructional Supplies
P20R0467	LENOVO (UNITED STATES) INC.	51,654.24	15,245.82	012109078 4399	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
			36,408.42	012109078 4410	Tech/Media Office Operation / Equipment Under \$500
P20R0469	CDWG	53,993.06	53,891.06	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			102.00	012109078 5826	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0470	CDWG	21,242.14	5,527.76	012109078 4399	Tech/Media Office Operation / Licensing/Software,Maint/Supp
			15,714.38	012109078 4410	Tech/Media Office Operation / Equipment Under \$500
P20R0471	STAPLES	230.79	230.79	010014787 4310	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0472	STARFALL EDUCATION	270.00	270.00	010011010 4310	Other Donations - Courreges / Instructional Supplies
P20R0474	SUPPLYMASTER INC	454.58	454.58	010143838 4310	Sch Site Instr - Tamura / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0476	HARBOTTLE LAW GROUP APC	242.00	242.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
P20R0477	MEDIC FIRST AID INTERNATIONAL	43.50	43.50	012739962 5899	Medi-Cal Billing-Nurses / Other Operating Expenses
P20R0479	BOOKSOURCE	563.34	563.34	010113755 4310	Title I - Oka / Instructional Supplies
P20R0480	PTM DOCUMENT SYSTEMS INC.	70.40	70.40	012849380 4325	Fiscal Services / Office Supplies
P20R0481	SCHOOL SERVICES OF CALIFORNIA	490.00	245.00	012719380 5210	Business Department / Travel, Conference, Workshop
			245.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
P20R0482	SCHOLASTIC MAGAZINE	1,243.88	1,243.88	010113755 4310	Title I - Oka / Instructional Supplies
P20R0484	LEVEL 27 MEDIA	273.00	273.00	010013189 4310	Donations - Gisler / Instructional Supplies
P20R0486	SOFTCHOICE CORPORATION	20,119.16	20,119.16	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0487	SOUTHWEST SCHOOL AND OFFICE SU	77.00	77.00	015641060 4310	Special Ed. - Tamura S&L / Instructional Supplies
P20R0488	SOUTHWEST SCHOOL AND OFFICE SU	23.52	23.52	010014787 4310	Other Donations - Courreges / Instructional Supplies
P20R0490	SCHOOL SPECIALTY INC	58.11	58.11	015104760 4310	Special Ed. - Courreges SDC / Instructional Supplies
P20R0491	IMAGE 2000	674.25	674.25	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0492	SCHOOL SPECIALTY INC	187.53	187.53	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R0493	LAKESHORE EQUIPMENT COMPANY	100.00	100.00	015609860 4310	Special Ed. - Psychologists / Instructional Supplies
P20R0494	FIRST BOOK	118.40	118.40	011404955 4230	Library Services - Masuda / Lost Books Rebate
P20R0495	WILSON LANGUAGE TRAINING CORPO	568.98	568.98	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
P20R0496	ORANGE COUNTY DEPARTMENT OF ED	164.82	164.82	012289961 5813	MAA - Administration / Consultant
P20R0497	AMAZON.COM LLC	1,304.67	1,304.67	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
P20R0499	GMSN GROUP INC	3,510.00	3,510.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0500	MODERNTECH INC	2,403.33	2,403.33	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20S8024	SOUTHWEST SCHOOL AND OFFICE SU	329.19	329.19	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8025	GRAINGER INC.	282.75	282.75	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8026	MACGILL FIRST AID	54.06	54.06	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	256,193.70	256,193.70		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4134	CHAPMAN COAST ROOF CO INC.	19,111.00	19,111.00	122866098 6217	ESP-Building/Site Improvement / Roof Building Improvement
P20M4136	WILLIS, ERIC EUGENE	7,500.00	7,500.00	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
P20M4162	AESCO	2,327.00	1,163.50	122866098 6220	ESP-Building/Site Improvement / Architect/Engineer Fees-Bldg
P20M4229	ADVANTAGE WEST INVESTMENT ENTE	639.23	639.23	120016098 4340	Extended School Instructional / Custodial Supplies
P20R0436	LAKESHORE EQUIPMENT COMPANY	326.25	326.25	120016098 4310	Extended School Instructional / Instructional Supplies
P20R0457	ORIENTAL TRADING COMPANY	44.01	44.01	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0463	SUPPLYMASTER INC	291.45	291.45	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
P20R0468	CDWG	2,378.09	1,987.41	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
			390.68	120016098 5826	Extended School Instructional / Licensing/Software,Maint/Sup
Fund 12 Total:		32,617.03	31,453.53		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4231	PARTS TOWN LLC	405.86	405.86	133207380 4399	Cafeteria Fund / Equipment Under \$500
P20M4232	RW SMITH & CO	708.50	708.50	133207380 4399	Cafeteria Fund / Equipment Under \$500
P20R0415	INDUSTRIAL ELECTRONIC SERVICE	400.00	400.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		1,514.36	1,514.36		

FOUNTAIN VALLEY SD
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<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>
P20M4141	R JENSEN CO INC.	58,000.00	58,000.00	142862989 5645	Def Maint-Fulton / Outside Srvs-Repairs & Mainten
Fund 14 Total:		58,000.00	58,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4161	STANLEY G ALEXANDER INC	1,382.00	1,382.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
P20M4163	CHAPMAN COAST ROOF CO INC.	6,474.00	6,474.00	223012980 6217	GOB, ELECTION 2016-Fulton / Roof Building Improvement
P20M4166	WEST COAST AIR CONDITIONING CO	30,297.00	30,297.00	223011080 6200	GOB, ELECTION 2016-Tamura / BUILDINGS & IMPROV O
Fund 22 Total:		38,153.00	38,153.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4162	AESCO	2,327.00	1,163.50	252840180 6220	Cap Fac 9010 - Business / Architect/Engineer Fees-Bldg
Fund 25 Total:		2,327.00	1,163.50		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4164	AMERICAN TECHNOLOGIES	7,073.92	7,073.92	403002980 5645	MS Science Bldg - Fulton / Outside Srvs-Repairs & Mainten
P20M4165	TIME AND ALARM SYSTEMS INC.	30,000.00	30,000.00	403002980 6299	MS Science Bldg - Fulton / Other Building & Improvement
P20M4234	SMARDEN SUPPLY COMPANY	933.08	933.08	403002980 4347	MS Science Bldg - Fulton / Repair & Upkeep Equip Supplies
Fund 40 Total:		38,007.00	38,007.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/10/2020

FROM 11/01/2020 TO 11/30/2020

PO
NUMBER **VENDOR**

PO **ACCOUNT** **ACCOUNT**
TOTAL **AMOUNT** **NUMBER**

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

424,485.09

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/10/2020**

FRO 11/01/2020 TO 11/30/2020

<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>
P20R0105	ATKINSON ANDELSON LOYA RUDD &	431.00	-200.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
P20R0280	READYREFRESH BY NESTLE	1,345.55	+1,000.00	010270061 4327	CARESLLM-CRF Health / Health Supplies
Fund 01 Total:			+800.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/10/2020**

FRO 11/01/2020 TO 11/30/2020

<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>
P20M4081	PRIEST CONSTRUCTION SERVICES I	13,000.00	+3,000.00	122866098 6222	ESP-Building/Site Improvement / Inspection Svcs Bldg Impro
Fund 12 Total:			+3,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/10/2020**

FRO 11/01/2020 TO 11/30/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4271	WEST COAST AIR CONDITIONING CO	6,450,199.77	-654,615.23	223013280 6200	GOB, ELECTION 2016-Cox / BUILDINGS & IMPROV OF
M20M4272	WEST COAST AIR CONDITIONING CO	7,817,940.53	-436,880.47	223012980 6200	GOB, ELECTION 2016-Fulton / BUILDINGS & IMPROV O
M20M4273	WEST COAST AIR CONDITIONING CO	6,283,674.84	-710,612.16	223011080 6200	GOB, ELECTION 2016-Tamura / BUILDINGS & IMPROV O
N20M4382	WILLIAMS SCOTSMAN INC	18,000.00	+4,000.00	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building &
Fund 22 Total:			-1,798,107.86		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/10/2020**

FRO 11/01/2020 TO 11/30/2020

<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	52,000.00	+7,000.00	403002980 6222	MS Science Bldg - Fulton / Inspection Svcs Bldg Improve
Fund 40 Total:			+7,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/10/2020**

FRO 11/01/2020 TO 11/30/2020

<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:		-1,787,307.86			
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FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2021 1

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,447.00	125.00
2100	INSTRUCTIONAL AIDES' SALARIES		873.00
2200	CLASSIFIED SUPPORT		632.00
2400	CLERICAL & OFFICE SALARIES		5,224.00
2900	OTHER CLASSIFIED SALARIES		81.00
3101	STRS-CERTIFICATED POSITIONS	315.00	
3202	PERS-CLASSIFIED		528.00
3313	MEDICARE-CERTIFICATED	26.00	
3314	MEDICARE-CLASSIFIED		100.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		57.00
3356	OASDI-CLASSIFIED		153.00
3401	HEALTH & WELFARE-CERTIFICATED		1,823.00
3501	SUI-CERTIFICATED	1.00	
3502	SUI-CLASSIFIED		6.00
3601	WORKERS'COMP-CERTIFICATED	34.00	
3602	WORKERS'COMP-CLASSIFIED		159.00
4300	MATERIALS & SUPPLIES	296,646.00	221,336.00
4400	NONCAPITALIZATION EQUIPMENT		14,966.00
4700	FOOD		8,973.00
5200	TRAVEL & CONFERENCES	432.00	4,217.00
5300	DUES AND MEMBERSHIPS	251.00	432.00
5600	RENTAL,LEASE,REPAIR & NON CAP		34,606.00
5750	Direct Cost - Printing & Repro	779,513.00	779,432.00
5800	PROF/CONS SERV & OPER EXPENSE	246,177.00	216,689.00
5900	COMMUNICATIONS		26,694.00
7310	TRANSFER OF INDIRECT COSTS		11,300.00
9780	OTHER ASSIGNMENTS		521.00
9790	UNASSIGNED/UNAPPROPRIATED	5,650.00	1,565.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2021 1

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
	Subfund Total:	1,330,492.00	1,330,492.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2021 2

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES	233.00	558.00
4400	NONCAPITALIZATION EQUIPMENT	7,198.00	6,439.00
4700	FOOD		102.00
5200	TRAVEL & CONFERENCES		305.00
5750	Direct Cost - Printing & Repro		27.00
Subfund Total:		7,431.00	7,431.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2021 3

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
	Subfund Total:	0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2021 13

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	20,643.00	
2200	CLASSIFIED SUPPORT		277,505.00
2300	SUPERVISION AND ADMINSTRATOR		63,168.00
2900	OTHER CLASSIFIED SALARIES		9,492.00
3101	STRS-CERTIFICATED POSITIONS	3,253.00	
3202	PERS-CLASSIFIED	104.00	18,457.00
3313	MEDICARE-CERTIFICATED	294.00	
3314	MEDICARE-CLASSIFIED	7.00	5,085.00
3356	OASDI-CLASSIFIED	31.00	21,740.00
3401	HEALTH & WELFARE-CERTIFICATED	5,000.00	
3402	HEALTH & WELFARE-CLASSIFIED		5,125.00
3501	SUI-CERTIFICATED	10.00	
3502	SUI-CLASSIFIED		176.00
3601	WORKERS'COMP-CERTIFICATED	468.00	
3602	WORKERS'COMP-CLASSIFIED	11.00	7,793.00
3954	Long Term Disability-Class		88.00
4100	TEXTBOOKS		1,600,000.00
4200	BOOKS OTHER THAN TEXTBOOKS		617.00
4300	MATERIALS & SUPPLIES	526,943.00	107,391.00
5100	SUBAGREEMENTS FOR SERVICE	173,096.00	
5200	TRAVEL & CONFERENCES		3,980.00
5400	INSURANCE	52.00	10,545.00
5600	RENTAL,LEASE,REPAIR & NON CAP		10,002.00
5750	Direct Cost - Printing & Repro		779,486.00
5800	PROF/CONS SERV & OPER EXPENSE	420,578.00	187,271.00
5900	COMMUNICATIONS		2,748.00
6200	BUILDING AND IMPROVE OF BLDGS		164,052.00
7141	Excess Costs/Deficit Pay-Schls	32,313.00	
7142	Excess Costs/County Offices		16,609.00
7310	TRANSFER OF INDIRECT COSTS	13,796.00	1,159.00
8000	REVENUE LIMIT SOURCES	1,563,404.00	1,536,289.00
8200	FEDERAL INCOME		62,312.00
8600	LOCAL INCOME	1,107.00	147,975.00
8700	OTHER REVENUES		551,513.00
9740	RESTRICTED BALANCE	930,242.00	378,330.00
9780	OTHER ASSIGNMENTS	1,429,946.00	462,963.00
9790	UNASSIGNED/UNAPPROPRIATED	2,170,034.00	2,296,634.00
9799	APPROPRIATED FUND BALANCE	29,983.00	

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2021 13

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		7,321,315.00	8,728,505.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2021 14

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	415,609.00	444,734.00
2200	CLASSIFIED SUPPORT	5,733.00	6,643.00
2400	CLERICAL & OFFICE SALARIES	22,652.00	626.00
3202	PERS-CLASSIFIED	85,330.00	88,780.00
3314	MEDICARE-CLASSIFIED	6,257.00	6,376.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	151.00	911.00
3356	OASDI-CLASSIFIED	24,836.00	24,361.00
3402	HEALTH & WELFARE-CLASSIFIED	24,911.00	53,249.00
3502	SUI-CLASSIFIED	215.00	219.00
3602	WORKERS'COMP-CLASSIFIED	9,801.00	9,985.00
5750	Direct Cost - Printing & Repro	779,432.00	
8600	LOCAL INCOME	696,650.00	
9740	RESTRICTED BALANCE	1,309,054.00	1,351,447.00
Subfund Total:		3,380,631.00	1,987,331.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2021 15

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4400	NONCAPITALIZATION EQUIPMENT	14,768.00	
4700	FOOD		383,600.00
8200	FEDERAL INCOME		1,220,117.00
8500	STATE INCOME		51,196.00
8600	LOCAL INCOME	629,972.00	
9740	RESTRICTED BALANCE		272,509.00
Subfund Total:		644,740.00	1,927,422.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2021 16

Adjustment of Funds

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

Fund: 1414 DEFERRED MAINTENANCE
--

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		58,922.00
6200	BUILDING AND IMPROVE OF BLDGS		4,642.00
9780	OTHER ASSIGNMENTS	63,564.00	
Subfund Total:		63,564.00	63,564.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2021 17

Adjustment of Funds

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

Fund: 2122 GOB EL 2016 SRS 2019

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		30,700.00
6200	BUILDING AND IMPROVE OF BLDGS	3,638,698.00	4,501,296.00
8900	INCOMING TRANSFERS		6,752,500.00
9740	RESTRICTED BALANCE		5,859,202.00
Subfund Total:		3,638,698.00	17,143,698.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2021 18

Adjustment of Funds

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

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

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		4,908.00
5600	RENTAL,LEASE,REPAIR & NON CAP		7,074.00
5800	PROF/CONS SERV & OPER EXPENSE		2,802.00
6200	BUILDING AND IMPROVE OF BLDGS		3,839,389.00
9780	OTHER ASSIGNMENTS	3,854,173.00	
Subfund Total:		3,854,173.00	3,854,173.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2021 19

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		450.00
5900	COMMUNICATIONS		250.00
9790	UNASSIGNED/UNAPPROPRIATED	700.00	
Subfund Total:		700.00	700.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/10/2020.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of 2020-21 First Interim Report**
DATE: December 3, 2020

Background:

School districts are required to complete two interim financial reports during a fiscal year; one as of October 31 and one as of January 31. The Interim Reports are filed with the County Department of Education and the State Controller's Office. School districts must conduct a review of their interim reports in accordance with state-adopted Criteria and Standards. Two critical areas are cash balance and fund balance. The second part of the summary review includes specified additional information intended to assist governing boards and county offices in better understanding the status of the District budget. This supplemental information includes the status of negotiations, reserves, and any multi-year commitments that have occurred since the budget was adopted.

Fiscal Impact:

Beginning Balance

The District's 2019-20 financial audit is yet to be completed, thus the General Fund beginning balance remains unchanged from Unaudited Actuals. On July 1, 2020 the beginning fund balance was \$21.3 million.

Revenue Assumptions

Local Control Funding Formula Revenue

The 2020-21 budget has been updated as of the First Interim Report to reflect all state level changes to the Local Control Funding Formula (LCFF) and reflects the revenue adjustments made in the 45-Day Budget Revision. The LCFF was calculated using an average daily attendance (ADA) of 6,140 and a cost of living adjustment of 0%.

As of the First Interim Report, the District's latest CALPADS projected enrollment is 6,161. The Average Daily Attendance (ADA) rate, on which districts are funded, has been held at the official 2019-20 rate of 6,140 as the State has granted a hold-harmless

provision to school districts for the 2020-21 school year. The projected total LCFF revenue for 2020-21 is estimated to be \$53.4 million.

Federal Revenue

The adopted budget includes estimates based on entitlements for 2020-21 funding for all federal programs, including substantial one-time funds for COVID relief as part of the CARES Act. Contracted programs are budgeted as received during the year.

All federal program revenues have been adjusted for unearned revenue from fiscal 2019-20 in addition to recognition of CARES Act funding outlined in the 45-day budget revision. Federal revenue is projected to be \$4.94 million.

Other State Revenue

Other State Revenue is comprised of Lottery, STRS on-behalf employer contributions, Mental Health, Mandate Block Grant as well as one-time CARES COVID response funds apportioned by the State. Unrestricted Lottery revenue is projected at \$150 per annual ADA. The restricted portion of Lottery funding is estimated at \$49 per annual ADA. The Mandate Block Grant is expected to be funded at a rate of \$32.18 per ADA.

All State program revenues have been adjusted for carry-over revenues. Other state revenue is projected to be \$5.02 million.

Other Local Revenue

Other local revenue is derived from various sources: lease income, donations, contract fees, miscellaneous income and special education transfer of apportionments, which were increased considerably and on an on-going basis. Lease income is used to partially fund the Routine Maintenance program.

Other local revenue is projected to be \$6.0 million.

Expenditure Assumptions

Salaries & Benefits

Salaries

Step, column and longevity increases for certificated, classified, confidential and management employees are reflected in the First Interim Report. Salaries and benefits for all staff make up approximately 81.5% of total expenditures. As of the date of this report, contract negotiations for 2020-21 year have not been settled for any bargaining unit.

Benefits

Employee statutory benefit rates for 2020-21 are as follows:

- STRS 16.15%
- PERS 20.7%
- Social Security 6.20%

- PARS 1.30%
- Medicare 1.45%
- Unemployment Insurance 0.05%
- Workers' Compensation 2.27%.

Employee Benefits expense reflects the requirement to record STRS on-behalf pension contributions as an employee benefit expense. An equal offsetting entry in Other State Revenue makes the net impact \$0.

Health and Welfare costs are allocated at \$10,250 per full-time employee prorated by the percentage of hours worked and \$5,125 for employees working part-time. For the 2020-21 fiscal year, these costs reflect a half year of the negotiated increase of \$500 to the health and welfare cap approved as part of the 2019-20 collective bargaining agreement. Health and welfare benefits are provided on a calendar year basis and changes to the District's cap amount do not align to the fiscal year. Cost increases above the cap amount are borne by employees through payroll deductions.

Retiree Benefits

The District also covers the cost of health and welfare for retired employees until the age of 65. The cost of this benefit does not exceed the cap amount at the time of the employee's retirement.

Other Expenditures

Object codes 4000 through 6000 reflect expenditures in supplies, services and equipment. As of October 31, 2020 variances in the 4000 and 5000 object codes are substantially higher than in a typical year as a result of CARES and general fund expenditures related to the District's COVID response. Due to the extraordinary nature of the pandemic, these costs were not known at the time the adopted budget was developed and will continue to change throughout the year.

Ending Balance

The projected ending balance for June 30, 2021, is \$21.1 million and is comprised of: Restricted Balance of \$2.3 million, Assigned Balance of \$5.6 million, Stores Balance of \$100,000, Revolving Cash of \$45,000, Unassigned Balance of \$11.0 million and a Reserve for Economic Uncertainties amount of \$2.1 million, which meets the state requirement for reserves equal to 3% of expenditures.

All other funds are projected to end the year with a positive fund and cash flow balance.

Recommendation:

It is recommended that the Board of Trustees approve the First Interim Report for fiscal year 2020-21.



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION**
DATE: December 7, 2020

Background:

Fountain Valley School District and Fountain Valley Education Association have worked collaboratively to address issues related to COVID-19 (coronavirus) in preparation for the 2020-2021 school year.

Fountain Valley School District recognizes that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with the infection for all students, staff, and their families, including establishing the following instructional models:

- 100% Virtual Remote Instructional Model
- Transitions Virtual Remote Instructional Model
- Hybrid Instructional Model
- Modified Traditional Instructional Model

The MOU documents the safety measures in place for the reopening of schools for the 2020-2021 school year and the guidelines and expectations for the Virtual/Remote Instructional Models to ensure equitable access to rigorous, grade level instruction for all students. The items denoted in bold and italics are additions to the original MOU approved on September 15, 2020.

Recommendation:

It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and Fountain Valley Education Association.

Fountain Valley School District
Fountain Valley Education Association
Memorandum of Understanding
Return to the 2020-2021 School Year
TENTATIVE AGREEMENT

The Fountain Valley School District ("District") and the Fountain Valley Education Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the resumption of schools for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to rigorous, grade level instruction for all students.

The Parties recognize the need to adhere to the most recent California Department of Public Health (CDPH) COVID 19 Industry Guidance: Schools and School Based Programs, and guidance by local healthcare agencies as it relates to the reopening of schools for the 2020-2021 school year.

In-Person Reopening Criteria:

1. For a safe return to physical schooling, the most recent CDPH In-Person Re-Opening Criteria must be met.

Public Health Authorities

1. The District shall adhere to the most recent guidance issued by California Department of Public Health (CDPH, Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Orange County Public Health Agency and Orange County Department of Education (OCDE).
2. When presented with conflicting guidelines, the District shall default to the most recent CDPH guidance.

District Site Safety Plan

1. The District shall provide a site safety plan to each school site per the most recent CDPH guidance maintained at each site and provided to staff in writing. Site administrator will consult with the FVEA site representative on the site-specific elements of the plan.

Health Screenings

1. The District shall ensure all staff and students are checked for symptoms daily, including daily verbal and visual wellness checks prior to entering a school site. Per the most recent CDPH guidance, the district shall establish and maintain a communication system that allows staff and families of students to self-report symptoms prior to entering a school site daily.
2. The District shall ensure all visitors are checked for symptoms prior to entering a school site. Visitors with any symptoms will be denied entry. Visitors will have limited access to schools.

Physical Distancing

1. The District shall implement physical distancing measures per the most recent CDPH guidance, including in classroom, staff lounges, and drop-off and pick-up sites, recess/lunches and during transitions.

Meetings

1. When the District is directed by the appropriate government agencies to provide virtual/remote learning, unit members shall participate in all meetings virtually.
2. In-person meetings will adhere to the physical distancing measures per the most recent CDPH guidance. When physical distancing measures are not feasible, meetings will be held in a virtual format. Unit members identified as at-risk or in close contact with a household member identified as at-risk per the most recent CDPH guidelines, with proper medical documentation, may request in writing an accommodation for in-person meetings.

Face Coverings

1. Face coverings/masks sufficient to cover both the mouth and nose are required for students and staff in accordance with the most recent CDPH guidance. Face coverings shall be available at each work site for unit members.
2. ~~Staff-~~ on campus, indoors, in-classroom, and whenever physical distancing measures cannot be implemented, unless exempt under the most recent CDPH guidance, and supported by proper medical documentation.

3. **Students 3-8th grade**-on campus, in classroom, during transitions, indoors, and whenever physical distancing measures cannot be implemented, unless exempt under the most recent CDPH guidance, and supported by proper medical documentation.
4. **Students in pre-school - 2nd grade** - face coverings will be strongly encouraged, as per the most recent CDPH guidance.
5. The District shall provide N-95 masks to unit members working directly with individuals who present COVID-19 symptoms and unit members who are working with students that have a medical condition or disability that impedes them from properly wearing face coverings and who request an N-95 mask. The N-95 masks will be fit-tested as required or requested by a unit member.
6. Unit members may request additional PPE, including face shields, face coverings and gloves, from their immediate supervisor.
7. Per the most recent CDPH guidance, students refusing to wear a face covering must be excluded from on-campus instruction.

Hand Sanitization

1. The District shall implement the following hand washing/sanitizing safety measures:
 - a. Every room with a sink shall be stocked with soap, FDA approved hand sanitizers, and paper towels or no-touch hand dryers;
 - b. Every classroom shall be provided FDA-approved hand sanitizer;
 - c. Non-classroom workspaces shall be provided FDA-approved hand sanitizer;
 - d. All hand washing/sanitizing supplies shall be checked daily and restocked as needed.

Daily Cleaning and Disinfecting

1. The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected, including high touch areas including desks, doorknobs, light switches, faucets and work equipment using products recommended by federal, state and/or local health officials.
2. Unit members, along with additional staff, will ensure their own classroom and/or workspace is organized to support ongoing cleaning of high touch areas throughout the workday.

3. When student groups are blended or transition to a new classroom or workspace, unit members may support daily cleaning of high touch areas along with additional staff to ensure a safe classroom and/or workspace.
4. Site administrators shall provide a copy of the site cleaning schedule to the staff.

Ventilation

1. Per the most recent CDPH Guidelines, the District shall ensure all HVAC/heating systems operate on the mode that delivers the freshest air possible, and use air filters to the highest efficiency possible for HVAC/heating systems. Air filters shall be checked and changed as determined by the manufacturer. Classrooms and workspaces that are not equipped with functioning HVAC/heating systems will be provided with portable HEPA filters.

Leaves

1. Unit members are eligible for sick leave pursuant to Article IX: Leaves, and under HR 6201, Families First Coronavirus Relief Act.
2. Unit members who have been directed to quarantine by the District per CDPH and/or OCPHA guidelines, due to close contact with an infectious individual at work, and are unable to continue to work remotely, will not be required to use personal sick leave during the required 14 day quarantine.
3. If a unit member is unable to perform assigned work for personal or medical reasons, the unit member shall follow the District's appropriate leave request procedures, and report absences using the District's Frontline Absence Management System.

Calendar

1. The 2020-2021 calendar will be amended as follows:
 - a. Professional Development Day moved from November 6, 2020 to November 2, 2020.
 - b. Professional Development Day moved from March 5, 2021 to September 28, 2020.
 - c. Modified days moved from Thursday to Monday for the 2020-2021 school year.

Voluntary Transfer to 100% Virtual/Remote Positions

1. The District shall communicate the availability of virtual positions to unit members. A unit member may complete the District-Provided Transfer Request Form to be considered for a virtual position.
2. The following voluntary transfer criteria will be used in the selection of 100% Virtual/Remote Learning positions for the 2020-2021 school year:
 - a. Appropriate credential/authorization
 - b. Unit members identified as "At-Risk" or in close contact with a household member identified as at-risk per the most recent CDPH guidelines, and supported by proper medical documentation
 - c. A commitment to on-going training including participation in professional development on the District-approved online curriculum, Florida Virtual School.
 - d. Seniority

Training

1. Unit members shall participate in professional development on the use of technology and delivery of instruction including online-curriculum, learning management system, online resources and support materials.
2. Unit members will be paid the hourly extra duty pay for participation in professional development, when outside unit members workday/work year.
3. Unit members will be paid per diem hourly rate of pay for a total of 6 hours for completion of the entire three-part professional development training held in August for the District approved on-line curriculum, Florida Virtual School.
4. Information regarding mandatory professional development and voluntary additional training opportunities shall be communicated with all regular bargaining unit members via district email.
5. Training will also be provided on the following professional development/non- student days:

Thursday, September 3, 2020
Monday, September 28, 2020
Monday, November 2, 2020

Learning Models for the 2020-2021 School Year

Due to the ever-changing landscape presented by the COVID-19 pandemic, with guidance from the California Department of Public Health (CDPH), and as a response to Senate Bill 98, instructional models have been established for the 2020-2021 school year:

- 100% Virtual/Remote Instructional Model
 - Virtual/Remote Instructional Model (Transitional)
 - Hybrid Instructional Model
 - Modified Traditional Model

Daily schedules for the instructional models will remain consistent for online and in-person instruction to support the need for instructional transitions during the COVID-19 pandemic.

Virtual/Remote Learning

1. Senate Bill 98 (SB 98) defines "distance learning" as "instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency." (Ed Code 43500}
2. "Distance Learning" models shall be based on the following standards:
 - All students shall receive daily live interaction with certificated employees and peers for the purposes of instruction, progress monitoring, and maintaining school connectedness.
 - Teachers will provide instruction and content aligned to grade level standards and maintain quality and intellectual challenge substantially equivalent to in-person instruction.
 - Teachers shall deliver online instruction remotely using the District approved online instructional materials, Florida Virtual School, and delivery platform, ZOOM, to provide synchronous instruction - daily live interaction with students, including student interaction with classmates.
3. The Parties agree the Virtual/Remote Instructional Model is a "distance learning" model defined as instruction in which the student and teacher are in different locations and include synchronous and asynchronous learning.
4. Synchronous learning in this agreement refers to a learning environment in which the teacher and students are engaged in learning at the same time. During synchronous learning, the teacher is live in real time, providing guidance, support and checking for understanding throughout the lesson and may provide opportunities for students to practice their learning independently.
5. Asynchronous learning in this agreement refers to a learning environment in which the students learn material at different times and locations.
6. In the event schools are physically closed per federal, state and/or local guidance for the in-person model, instruction will transition to the Virtual/Remote Instructional Model as a short-term educational setting. Transition to in-person instruction will resume when deemed safe to do so.
7. When working in a virtual/remote model, unit members shall deliver virtual/remote instruction/services in their classroom/work space or off-site.

8. If a unit member fails to follow the District Virtual/Remote Instructional Model, they will be subject to disciplinary action as detailed in Article XII Section C part 4 of the Collective Bargaining Agreement, and may be required to provide instruction at their school site.
9. 100% Virtual/Remote Instructional Model will be offered to parents and students as an alternative to in-person learning for the 2020-2021 school year. 100% Virtual/Remote Instructional Model is a long-term educational model and will not be subject to instructional transitions.
10. Unit members in a 100% Virtual/Remote Instructional Model may deliver virtual/remote instruction on-site. Upon return to an in-person model, hybrid or modified/traditional, 100% Virtual/Remote teachers may be required to work off-site due to space constraints. The District will make every effort to provide unit members in a 100% Virtual/Remote Model with an available on-site work space if requested in writing by the Bargaining Unit Member. Bargaining Unit Members shall provide virtual/remote instruction within a reasonable local area and, with appropriate notification, must be able to report to their workplace by the beginning of the next work day.
11. Bargaining Unit Members shall be responsible for setting and following the District's¹ recommended security protocols and procedures for video conferencing in order to ensure the safest online environment for students and themselves.
12. A Bargaining Unit Member who serves in a 100% Virtual/Remote model has the right to return to the school held prior to transferring. In the event of a surplus of teachers, the involuntary transfer provision will apply (Article XIII. C).
13. Bargaining unit members shall be assigned students according to the class size limitations as prescribed in Article XI of the Collective Bargaining Agreement.
14. Bargaining Unit Members shall report inappropriate online student or other participant(s) behavior occurring during instructional interaction to their immediate Supervisors. Unit members acting within the scope of their duties and consistent with all policies and expectations shall be held harmless for any such behavior from a student or other participant(s).

Instructional Day and Working Hours

1. All instructional models will follow the District's daily schedule that includes synchronous and asynchronous learning opportunities. Synchronous instruction may include whole and small group instruction or conferencing with individual students.
2. Bargaining Unit Members shall determine the means and methods for providing learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum.

3. The District's Virtual/Remote daily schedule will meet the required-daily instructional minutes as outlined in SB 98, which includes synchronous and asynchronous instruction (exclusive of lunch, breaks, etc.).
 - Level TK/K: 180 minutes
 - Levels 1-3: 230 minutes
 - Levels 4-8: 240 minutes

4. The Bargaining Unit Member's workday remains 6 hours and 20 minutes. The workday shall be dedicated to the following:
 - Synchronous and Asynchronous instruction for all students
 - Planning instruction/services
 - Monitoring student activity
 - Intervention/Enrichment instruction
 - Virtual Office hours
 - Sharing progress with students and parents
 - Providing feedback to students
 - Availability to answer questions from students and parents
 - Gathering formative and summative assessments
 - Grading
 - Participation in staff meetings
 - Participation in meetings including IEP, 504, and SST

5. Unit members shall check their District email during the contractual work day.

6. Administrators shall have access to unit members LMS and online/onsite classes.

Online Instructional Materials/Learning Management System

1. Unit members shall use the District approved online instructional material and Learning Management System, Florida Virtual School, current print materials, and district supported online resources to meet the needs of students in their classrooms. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.

2. The District shall provide Unit Members technical support via virtual tools. This may include access to technical support personnel and other tech support from District staff and/or vendors, as well as instruction on the online instructional materials and learning management system.

3. The District shall offer opportunities for paid professional development for virtual teaching and instruction.

4. The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide virtual/remote learning that is substantially equivalent to the equipment provided for in-person instruction.

Classroom Access/Materials/Supplies

1. Unit members providing instruction in a Virtual/Remote Instructional Model may deliver instruction in their classroom/workspace or off-site.
2. In the event Unit Members reports to their school site, they are responsible for following state, county, local and district FVSD Workplace Protocols and safety measures including the following:
 - Complete the daily health screening tool
 - Wear face coverings in common areas, including restrooms, workspaces, engaging with others and whenever outside of the classroom
 - Follow physical distancing guidelines
 - Wash hands frequently
 - Clean off items used in workspaces including photocopiers
3. The 2020-2021 Designated Pre-Service Day, August 17 - August 31, unit members shall be given the opportunity to retrieve supplies and/or equipment from their classrooms in preparation for virtual/remote instruction. Unit members must coordinate a date and time with the site administrator.
4. Unit members shall comply with Administrative Regulation 3512, Equipment, for appropriate use and care of district equipment checked out for off-site use. Unit members shall only be responsible for loss or damage of materials due to negligence.
5. Unit members shall comply with Board Policy 4040, Employee Use of Technology/Acceptable Use Policy.
6. Based upon the most recent reopening directives from the State, when it is determined it is safe for the initial reopening of schools for the 2020-2021 school year, the District shall provide unit members appropriate notification, but not less than three days' notice to prepare for the return to in-person instruction.

Special Education-Virtual Remote Instructional Model

1. When permitted by the most recent CDPH guidelines, it may be necessary for Unit Members providing Special Education Services (Education Specialists, SLPs, etc.) to provide assessment and services for students in-person, while in a virtual/remote instructional model. In such an instance, the District will ensure that the Unit Member's work environment abides by relevant advisories and guidelines.
2. Unit Members providing Special Education Services shall provide individual and/or group services virtually (e.g., Zoom), unless in-person is required based on a given student's needs and an IEP team decision. When in-person services are required, all safety precautions outlined herein must be followed.

3. While in a virtual remote instructional model, in-person services including speech and specialized academic instruction services will be based on the most recent CDPH guidelines, which currently allow services to be provided individually (1-on-1), based on the specialist's professional judgment and an IEP team decision.
4. Unit Members providing Special Education Services will implement services during asynchronous classroom learning times when possible. Service providers will consider teacher input for scheduling identified students. It will sometimes be necessary for these specialists to "pull-out" groups of students during synchronous time from the shared classroom population and into a separate virtual meeting.
5. In recognizing the unique needs for SDC students to have a smaller learning environment and additional space and mobility, to the greatest extent possible, SDC classrooms may not exceed 80% of the average general education cohort class size for relevant grade levels at same school site, except in extenuating circumstances and in consultation with the teacher.

Special Education Hybrid Instructional Model

1. *Unit Members providing Special Education Services will implement services during asynchronous classroom learning times when possible. Service providers will consider teacher input for scheduling identified students. It will sometimes be necessary for these specialists to "pull-out" groups of students during synchronous time from the shared classroom population and into a separate virtual meeting.*
2. *Unit Members providing Special Education Services shall provide individual and/or group virtual lessons in a hybrid instructional model. Individual and group sessions, in person, will be permitted once relevant guidelines have been released and it is possible to adhere to safety precautions. However, service delivery (virtual or in person) will continue to be based on the student's needs, the specialist's professional judgment, and advisory guidance.*
3. *Students would be permitted to participate in services and/or assessment during school hours, including when they are not expected to be on campus for in-person instruction, so long as both service providers and family agree.*
4. *For this year only, based on safety and scheduling needs, elementary general education teachers working with a roster of identified IEP students (4+) will be given up to 2 hours per month of additional duty pay for planning purposes.*
5. *For this year only, based on safety and scheduling needs, middle school RSP teachers and general education Collab teachers will be given up to 2 hours per month of additional duty pay per Collab section to collaborate.*

IEP Meetings

1. IEP meetings and scheduling shall resume and will be held virtually to the extent possible.

Evaluations

The evaluation process for permanent Bargaining Unit Members will be put on hold until students are permitted to return to school without health and safety restrictions related to COVID-19. In the 2021-22 school year, unit member evaluations will be reinstated and will reflect the 2020-21 evaluation cycle.

Working Conditions and Working Hours

1. *Bargaining Unit Members may choose to provide their own face coverings.*
2. *Bargaining Unit members shall be informed when a student who is medically exempt from wearing a mask is placed in their classroom or workspace.*
3. *Middle school homeroom/check-in periods shall not require additional instructional preparation by the classroom teachers.*
4. *The District shall ensure Unit Members are informed when students in their classrooms or rosters are absent due to testing positive for COVID-19.*
5. *The District shall ensure Unit Members are informed when staff at their school site have tested positive for COVID-19.*


Health Screening, Testing, Notification, and Contact Tracing

1. *Each school site shall have a registered School Nurse working collaboratively with District administrators and site health assistants for the safety and health of all students, staff, and visitors to the campus each day. The School Nurse shall be permitted to cross Cohorts as needed to address the medical needs of the Cohort, and shall, unless otherwise assigned to District administrator: oversee the site health assistant with health screening, testing, and notification of all individuals on the school campus; coordinate with the District, oversee quarantine protocols and follow through offer to train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.*
2. *Upon notification that an employee or student has been infected with COVID-19, the District shall coordinate contact tracing procedures in conjunction with the Orange County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the FVEA President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.*
3. *Unit members shall be provided the opportunity to voluntarily participate in COVID-19 testing at no charge up to three times during the 2020-2021 school year.*


All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect.

This MOU is intended to address the impacts and effects due to the COVID-19 pandemic. It is a non-precedent setting and shall expire automatically of its own accord on June 24, 2021, unless modified or extended in writing by the parties.

Executed this day of November 19, 2020



Todd Kubota
Chief Negotiator, FVEA



Cathie Abdel
Assistant Superintendent, Personnel



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **RATIFICATION OF AGREEMENT WITH COASTAL FAMILY
MEDICINE INC. (“CFM”) TO PROVIDE VOLUNTARY COVID-19
TESTING FOR STAFF**
DATE: December 7, 2020

Background:

As we navigate the COVID-19 pandemic and implement CDPH guidance, Fountain Valley School District has entered into an agreement with Coastal Family Medicine Inc. to provide voluntary COVID-19 testing for FVSD employees.

Fiscal Impact: The cost for COVID-19 testing is based on a per employee amount, not to exceed \$50.00 per test and a rate of \$300.00 per nurse practitioner, not to exceed two, for each testing date.

Recommendation:

It is recommended that the Board of Trustees ratifies the Agreement between Coastal Family Medicine Inc. and Fountain Valley School District to provide voluntary COVID-19 testing for FVSD employees.

Letter of Agreement

The purpose of this Letter of Agreement (the "LOA") is to summarize the understanding between Coastal Family Medicine, Inc. ("CFM") and the Fountain Valley School District ("FVSD") with regards to CFM providing Covid-19 PCR testing for FVSD employees.


Covid-19 Testing:

- CFM shall provide one or two Nurse Practitioners to collect specimens on-site for 4 hours at a FVSD location yet to be determined. The fee for this service shall be \$300 for each Nurse Practitioner with a maximum of 50 employees per Nurse Practitioner. The agreed dates are:
 - December 2, 2020
 - December 7, 2020
 - December 14, 2020
- At least 2 days prior to each of the above dates, FVSD shall provide the completed CFM Registration Form for each employee to be tested, a copy of his or her insurance card and a FVSD sign-in sheet.
- CFM shall register employees and send insurance and demographic information along with the specimen to its 3rd party laboratory to perform the Covid-19 PCR test. The laboratory shall be responsible for billing employee's insurance or other applicable agencies as appropriate.
- FVSD shall reimburse CFM for any portion of the COVID-19 testing fee not reimbursed by the employee's insurance, not to exceed \$50.00.
- CFM shall invoice FVSD a \$50.00 testing fee for employees not covered by insurance or any other applicable agencies supporting COVID-19 testing.
- CFM shall invoice FVSD for services rendered and FVSD shall pay within 30-days of receipt.

Coastal Family Medicine, Inc.

By: 
Frank Robles
Director, Practice Management Operations

Fountain Valley School District

By: 
Chris Fullerton
Assistant Superintendent, Business Services



Fountain Valley School District
Educational Services
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **ORANGE COUNTY CHILDREN'S SCREENING REGISTRY
PARTICIPATION AGREEMENT WITH CHILDRENS HOSPITAL
OF ORANGE COUNTY FOR THE 2020-2021 SCHOOL YEAR**
DATE: December 7, 2020

Background:

Upon registration to Fountain Valley School District (FVSD) preschool programs, all families must complete an Ages & Stages Questionnaire (ASQ) in both the State and CDC programs. ASQ contains questions regarding children's developmental progress and it helps to alert us of the need for intervention.

This partnership agreement with Childrens Hospital of Orange County (CHOC) and Fountain Valley School District would allow FVSD to share student data from the ASQ of each participating child/family with Help Me Grow/CHOC, to help improve physician engagement and cross sector collaboration.

Participation in the partnership is complete voluntary, and each parent/guardian will be required to sign an authorization prior to any information being shared with CHOC. Oversight of the program will be through the Childhood Development Programs director and nurse.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the OC Children's Screening Registry agreement between Children's Hospital of Orange County and the Fountain Valley School District for the 2020-2021 school year.

OC CHILDREN'S SCREENING REGISTRY PARTICIPATION AGREEMENT

This OC CHILDREN'S SCREENING REGISTRY PARTICIPATION AGREEMENT ("Registry Agreement") is made on 10/5/20 ("Effective Date"), between Children's Hospital of Orange County on behalf of the Help Me Grow program (hereinafter referred to as "Help Me Grow") and Fountain Valley School District ("Participant"). Help Me Grow and Participant shall be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Help Me Grow has developed the OC Children's Screening Registry ("Registry") to collect and report on developmental and behavioral screening data of children from birth through eight (8) years of age;

WHEREAS, the goal of the Registry is to enable primary care and community-based providers to track developmental screening and proactively identify children with at-risk developmental screening results, reduce duplication of screen efforts, and assist in connecting families with appropriate resources;

WHEREAS, for purposes of this Registry Agreement, Participant may be defined as a corporate entity or organization with a single discrete geographic location; or a corporate entity or organization with multiple geographic locations; or a number of corporate entities or organizations grouped together for the purpose of creating an alliance. Persons executing an agreement on behalf of a Participant must have the appropriate authority to do so;

WHEREAS, Participant desires to participate in the Registry;

WHEREAS, the Parties understand that Help Me Grow's provision of benchmarking and data aggregation services to Participant qualifies CHOC as a "Business Associate" with respect to Participant pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (45 C.F.R. Parts 160, 162 and 164, as amended);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Participant hereby agrees to participate in the Registry and Help Me Grow hereby agrees to permit Participant to participate in the Registry subject to the terms of this Registry Agreement.
2. Participant Responsibilities:
 - a. Participant will complete the Participant Application to Access the OC Children's Screening Registry, attached hereto as Exhibit A (the "Participant Application"). In the Participant Application, Participant will identify whether it is classified as a "Treating Provider Participant," a "Non-Treating Provider Participant with

Authorization Option,” or a “Data Entry Access Only Participant,” as such terms are defined in “Level of Registry Use” in the Participant Application. Participant acknowledges and agrees that the final determination of the Level of Registry Use will be at the sole discretion of Help Me Grow.

- b. Participant will designate in the Participant Application a person who will serve as the primary point of contact for participation in the Registry and will supervise the data collection, confirm the accuracy of the data, receive the confidential reports and act as direct liaison with Help Me Grow (the “Participant Contact”). If Help Me Grow determines that any Participant Contact is consistently failing to report data or otherwise is not fulfilling the Participant Contact responsibilities, Participant will identify an alternate individual to serve in that capacity. Participant will notify Help Me Grow of any changes to the Participant Contact within twenty-four (24) hours upon becoming aware of such change.
- c. Participant agrees to furnish developmental and behavioral screening data of patients for the term of this Registry Agreement in a manner consistent with the requirements of the Registry by securely transmitting the data as prescribed by the specific protocol. Participant acknowledges that patient information will be accessed through the Registry and used by Help Me Grow and Authorized Users (defined below) in accordance with the Registry’s purpose. Participant shall exercise reasonable care to ensure that the information and data that the Participant enters into the Registry (i) is correct, accurate, and complete; (ii) does not violate any privacy rights, intellectual property rights or other rights of a patient or any third party, (iii) does not violate any local, State, or Federal law or regulation. Participant shall ensure that any necessary patient authorization has been obtained and documented. Participant shall promptly notify Help Me Grow of any data that the Participant determines is corrupt, incomplete, erroneous, or otherwise incorrect, or which is otherwise inappropriate for availability through the Registry.
- d. Participant’s data submission will be performed per the specifications posted on the Help Me Grow website located at www.helpmegrowoc.org or applicable protocol.
- e. Participant agrees that its submitted data may be audited by or on behalf of Help Me Grow. If Help Me Grow requests an audit, Participant agrees to provide all necessary documents, data and other information, including corroborating evidence of the submitted data in the form of additional supporting documentation. Participant agrees that if an audit process or the application of threshold criteria finds the data does not conform to Help Me Grow standards, the requirements of this Registry Agreement or the Registry, as a condition of continued participation in the Registry, Participant shall submit within forty-five (45) days of notice of the audit an action plan, in a form reasonably acceptable to Help Me Grow, to correct the issues identified through the audit. Furthermore, the non-conforming data submitted by the Participant will be withheld from the Registry database for reporting purposes, until such data conforms to Help Me Grow standards, the

requirements of this Registry Agreement or the Registry and is re-submitted to Help Me Grow by Participant.

- f. Participant shall maintain appropriate procedures to safeguard data confidentiality in compliance with applicable law. Participant will be solely responsible for any and all of its acts or omissions regarding the privacy and security of the data it furnishes hereunder. Participant shall maintain appropriate liability insurance for its acts and omissions under this paragraph.
- g. Participant agrees that access to the Registry will be limited to physicians and ancillary providers who are members in good standing of the Participant's medical staff and/or to employees of Participant who have signed the Terms of Use set forth in Exhibit B, who will be supervised and authorized by Participant to access PHI only for purposes set forth in this Registry Agreement in compliance with state and federal law ("Authorized Users"). Participant shall provide Help Me Grow a list in writing identifying all of the Participant's Authorized Users. Participant will communicate to Help Me Grow any changes to Authorized Users within twenty-four (24) hours upon becoming aware of any changes to the Authorized Users, including an Authorized User's voluntary or involuntary termination of employment or other long term or permanent departure from the employment of the Participant. Participant will promptly inform Help Me Grow to deactivate the account of any Authorized User whose responsibilities no longer require access to the Registry.
- h. Help Me Grow shall provide each Authorized User with a unique User Identification ("ID") and password ("Password"). Participant agrees that it and its Authorized Users shall not disclose passwords to anyone or use a User ID not assigned to them. Participant agrees that if an Authorized User account is not accessed for ninety (90) days, the Authorized User account becomes inactive and a new Password will need to be assigned by Help Me Grow following a request from the Authorized User.
- i. Participant acknowledges and agrees that each time an Authorized User signs on to the Registry, the Registry shall identify the Authorized User and record the functions the Authorized User performs.
- j. The Participant Contact shall provide or arrange for appropriate training in the use of the Registry, and as to the requirements of this Registry Agreement and applicable law for all Authorized Users.
- k. Upon designation of an Authorized User to Help Me Grow, Participant agrees and certifies that each designated Authorized User:
 - i. Has executed the Authorized User Terms of Service, a copy of which is attached hereto, and incorporated herein by reference, as Exhibit B;
 - ii. Has completed training relevant to the use of the Registry; and

- iii. Will be permitted by Participant to use the Registry only as reasonably necessary for performance of Participant's activities at Participant's Level of Registry Use.

Participant will provide to Help Me Grow the copy of the Authorized User Terms of Service signed by the Authorized User prior to Authorized User's use of the Registry. Participant acknowledges and agrees that an Authorized User will not be granted access to use the Registry until Help Me Grow receives the Authorized User's signed copy of the Authorized User Terms of Service.

- i. Participant is responsible for the actions of any former or current Authorized User who accesses the Registry account without proper authority using Participant's User ID or Password. Participant shall immediately notify Help Me Grow of any unauthorized access to or use of the Registry other than in accordance with the requirements this Registry Agreement.
- m. Participant shall be responsible for all acts and omissions, including without limitation privacy or security breaches and/or failures to comply with the requirements of this Registry Agreement by the Participant's Authorized Users, employees, contractors, agents, and any other parties within the Participant who access or use the Registry.
- n. Participant shall be solely responsible for obtaining, installing, and maintaining, at the Participant's expense, the Participant's prerequisite systems needed to access the Registry, including without limitation any computer system, software, interface, hardware, network, or any upgrade or alteration to any of the aforementioned items.
- o. Participant shall not: (i) allow to be transmitted to the Registry any unlawful, threatening, abusive, libelous, defamatory, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, State, or Federal law; (ii) knowingly allow to be transmitted to the Registry any data or software that contains malicious electronic code such as a virus, trojan, worm, or other harmful payload, or; (iii) knowingly allow to be transmitted to the Registry any information that violates the proprietary rights, privacy rights, or any other rights of a third party, including without limitation any patient.
- p. Participant shall not make available to Authorized Users through the Registry any patient information or other data containing the following: (i) information relating to a patient's participation in outpatient treatment with a psychotherapist, as defined in Cal. Civ. Code § 56.104; (ii) psychotherapy notes, as defined in 45 CFR §164.501; (iii) records of the identity, diagnosis, prognosis, or treatment of any patient contained in connection with any program or activity relating to alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research, as defined in 42 CFR §2.2 and Cal. Health & Safety Code §11977; (iv) any other data

protected from disclosure without valid consent or authorization under State or Federal law or agreement with the patient or their legal representative.

- q. Without limiting any other provisions of this Registry Agreement, the Participant shall notify involved individuals of the Participant's participation in the Registry, the Participant's policies regarding the use and disclosure of patient information through such Registry, and such individual's rights with respect thereto, to the extent required by applicable laws and regulations including, but not limited to, HIPAA.

3. Help Me Grow Responsibilities

- a. Help Me Grow agrees to conduct the Registry as described in the Overview of OC Children's Screening Registry, attached hereto as Exhibit C. CHOC reserves the right to terminate all or part of the Registry as described in Section 7, Termination.
- b. Help Me Grow shall exercise commercially reasonable efforts to make the Registry available to Participants twenty-four (24) hours per day, seven (7) days a week, three-hundred sixty-five (365) days per year; provided, however, that the availability of the Registry may be temporarily suspended for maintenance, unscheduled interruptions or other reasons that may be beyond Help Me Grow's control. Help Me Grow shall exercise reasonable efforts to provide the Participant with advance notice of any such suspension or interruption of Registry availability, if possible.
- c. Help Me Grow shall make training and technical support reasonably available to Participants and Authorized Users in the use of the Registry. The coordination of training needs and opportunities related to the Registry for the Participants will be communicated via the Participant Contact.
- d. Help Me Grow shall implement and maintain a mechanism pursuant to which a patient's legal guardian may exercise choice concerning the inclusion and/or availability of their child's patient information in the Registry. If a patient's legal guardian would like to opt-out of participating in the Registry, the patient's legal guardian must notify the Participant in writing prior to Participant entering the patient's information into the Registry. This opt-out notification prevents the Participant from entering any of the child's patient information in the Registry. Once Participant data is entered into the Registry, this data becomes part of the Registry's aggregate data and such data cannot be retracted from the Registry by Participant. If the child's patient information already exists in the Registry at the time the opt-out is received from the legal guardian, the Participant must then notify Help Me Grow in writing of the legal guardian's opt-out request. Upon receipt of the notification, Help Me Grow will remove the patient from the Registry in a timely manner. Notwithstanding the foregoing, if the Patient Information has already been included in any de-identified or aggregate data, or other use permitted under the Participation Agreement which does not identify the patient in any

manner, prior to the date of the opt-out notice, Help Me Grow will not be required to remove or cease use of such Patient Information from the pre-existing de-identified or aggregate data or other use permitted under Section 6 and Help Me Grow may continue to use such de-identified or aggregate data pursuant to the terms of this Registry Agreement provided that the patient is not identified in any manner.

- e. Help Me Grow shall provide Participants with certain information needed to produce Accountings of Disclosures of Patient Information in compliance with HIPAA.
- f. Help Me Grow shall provide by telephone and/or email, during normal business hours, support and assistance solely in resolving difficulties in accessing and using the Registry. Help Me Grow will not provide problem resolution to solve issues related to the Participant's own computer system, software, interface, hardware, network, or any upgrade or alteration to any of the aforementioned items.
- g. Help Me Grow agrees to accept Participant's data, except where the submitted data does not conform to this Registry Agreement or other requirements for the Registry, including without limitation the data quality standards established by the Registry as updated from time to time by Help Me Grow. In such cases, Help Me Grow reserves the right to either reject the data submission in its entirety, or to limit the use of such data, if it does not meet Help Me Grow's required standards or the requirements for the Registry.
- h. Help Me Grow may produce and periodically revise the data elements, definitions and formats used by the Registry. Participant will be notified of any such revisions.
- i. Help Me Grow will provide a self-training document to guide Participant's data collection activities. Help Me Grow will analyze the Participant's submitted data records by means of electronic data checks, consistency checks and range checks to validate that the data submission conforms to the requirements of this Registry Agreement, the Registry and any related documentation or specifications for the Registry.
- j. Help Me Grow will accept unique patient identifiers and unique Participant identifiers for each record submitted to the Registry by Participant.

4. Privacy Laws and Security

- a. The Parties agree to abide by all Federal, State and local laws pertaining to confidentiality and disclosure with regard to all information or records obtained and reviewed hereunder. Help Me Grow acknowledges that it is a "Business Associate" as defined and referred to under HIPAA. Accordingly, Help Me Grow shall take reasonable steps to comply with the requirements under HIPAA and the HITECH Act for Business Associates as set forth in the HIPAA Business Associate Agreement (BAA) attached hereto as Exhibit D.

- b. Help Me Grow will maintain its security policies and procedures to protect Participant data as provided in the BAA. If Help Me Grow determines that a breach of security has occurred, Help Me Grow will notify Participant in accordance with the provisions of the BAA. Help Me Grow will be responsible for its acts and omissions regarding the privacy and security of the data Help Me Grow maintains under this Registry Agreement.

5. Use of Names and Logos

- a. Without the express prior written consent of Help Me Grow, Participant shall not make any announcements concerning the matters set forth in this Registry Agreement, use the word or symbol, CHOC, Help Me Grow, or OC Screening Registry or any trademarks or service marks of CHOC or make any reference to CHOC or Help Me Grow in any advertising or promotional material, letterhead, symbol or logo, or other communication that is not strictly internal to Participant, or in any other manner, including, without limitation, press releases or lists. Notwithstanding the foregoing, Participant may use the name of CHOC, Help Me Grow, and OC Screening Registry in consent documents and on its clinical research website to advise patients of its participation in the Registry.
- b. Without the express prior written consent of Participant, Help Me Grow shall not use the Participant's logos, trademarks or service marks of Participant.

6. Data and Copyright Ownership

- a. The data for individual patients submitted by Participant shall be the exclusive property of Participant, subject to the rights, if any, of Participant's patients in Protected Health Information, and subject to the rights granted to Help Me Grow in this Registry Agreement, including the HIPAA BAA. Participant hereby agrees the return of that information is not feasible as it has been integrated into the Registry. Participant grants to Help Me Grow a perpetual, enterprise-wide, royalty-free, worldwide license, to use the data submitted by Participant in any manner that is consistent with this Registry Agreement and the HIPAA BAA, in all forms and all media, now known or hereinafter developed, including derivative works. To the extent Help Me Grow develops aggregated de-identified or similar data that are not Protected Health Information from the data submitted by Participant ("aggregate data"), Help Me Grow shall exclusively own such aggregate data and any derivative works derived therefrom, as Intellectual Property Rights (defined below) owned by Help Me Grow. Help Me Grow may use such aggregate data and derivative works for any purpose, including publications and quality improvement research, so long as neither Participant nor any individual patient can be identified from the aggregate data or derivative works. Help Me Grow expressly agrees that such aggregate data and derivative works will exclude any and all Protected Health Information received from Participant, and any information that identifies Participant.

- b. All Intellectual Property Rights and title to all proprietary information in and rights to any software, database, aggregate data and the compilation of the same with any other data received in connection with the Registry and any derivative works using the Registry including, without limitation, any reports, calculations and models based thereon and de-identified data as described in Section 6(a), including without limitation all copyrights, patent rights, trademarks, trade secret rights, and any other rights and interest in any of the foregoing shall be and remain at all times for all purposes with Help Me Grow or Help Me Grow licensors, as applicable. For purposes of this Registry Agreement, "Intellectual Property Rights" means (i) all, or any intermediate version or portion, of any formulas, processes, outlines, algorithms, ideas, inventions, know how, techniques, intangible, proprietary and industrial property rights and all intangible and derivative works thereof, including without limitation any and all now known or hereafter existing, in and to trademarks, trade name, service marks, slogans, domain names, uniform resource locators or logos; (ii) copyrights, moral rights, and other rights in works of authorship, including, but not limited to, compilations of data, (iii) patents and patent applications, patentable ideas, inventions and innovations; (iv) know-how and trade secrets; and (v) registrations, applications, renewals, extensions, continuations, divisions or reissues of all of the foregoing. Help Me Grow reserves the right to use Participant's de-identified data in electronic or other format to support ongoing improvements and enhancements to the Registry. Once Participant data are entered into the Registry, these data become part of the Registry's aggregate data and such data cannot be retracted from the Registry by Participant. Information for which Help Me Grow has ownership under this Section 6 shall not be considered Confidential Information and will not be returned to Participant under Section 8.
- c. If Participant desires to publish or otherwise distribute or use, in whole or in part, any aggregate data or reports provided by Help Me Grow or produced in connection with or derived from the Registry, with the exception of strictly internal use within the Participant as defined in Section 2 Participant must first obtain the prior express written consent of Help Me Grow. To the extent Participant is permitted to publish aggregate data, such aggregate data and any related information published in connection with it must be reviewed and approved by Help Me Grow prior to publication; provided, that such review is intended only to ensure that no Help Me Grow Confidential Information is inappropriately included in such publication. Participant is solely responsible for the accuracy, completeness and reliability of its publications and information using aggregate data or reports derived from the Registry. Help Me Grow shall not be liable for any use of the aggregate data or reports derived from the Registry by Participant, including any publications by Participant. Help Me Grow does not make any representations or warranties as to the Participant data, including the accuracy, completeness or reliability of the Participant data, the reliance on any Participant data or any conclusions drawn from any Participant data.

7. Term and Termination.

- a. This Registry Agreement shall begin on the Effective Date and continue for one (1) year. Thereafter, this Registry Agreement will renew automatically for successive periods of one (1) year each, unless Participant provides Help Me Grow with ninety (90) days advance written notice of its desire to terminate this Registry Agreement in its entirety.
- b. Either Party may terminate this Registry Agreement without cause by providing the other with at least ninety (90) days advance written notice.
- c. Help Me Grow reserves the right to immediately terminate this Registry Agreement and Participant's participation in the Registry if Help Me Grow determines that any one year of the Participant's data are noncompliant with Registry standards or this Registry Agreement or are otherwise unacceptable for inclusion in Registry national reporting data and such non-compliance is not cured as stated in Section 2e.
- d. Notwithstanding anything to the contrary in this Registry Agreement, Help Me Grow may discontinue the Registry at any time in its sole discretion. Such discontinuation shall take effect on a date specified by Help Me Grow in a notice of discontinuation.
- e. Upon termination of this Registry Agreement, Participant shall immediately cease all use of the Registry, including use by Participant's Authorized Users. Upon termination of this Registry Agreement, Participant agrees that it shall not use Registry software or the Registry dataset for collecting and reporting data or any other purpose without Help Me Grow's express written consent, except as necessary to wind down Participant's participation in the Registry.

8. Confidentiality

- a. For the purposes of this Registry Agreement, "Confidential Information" means any software, material, data or business, financial, operational, customer, vendor and other information disclosed by one Party to the other and not generally known by or disclosed to the public or known to the receiving Party solely by reason of the negotiation or performance of this Registry Agreement, and shall include, without limitation, the terms of this Agreement. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information of a similar nature, but in no event with less than a reasonable degree of care. Except as provided in this Registry Agreement, a Party shall not use or disclose any Confidential Information of the other Party in any manner without the express prior written consent of such Party. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party's organization with a need to use the information to perform such Party's obligations under this Registry Agreement. A Party's consultants,

subcontractors and business partners shall be included within the meaning of "persons within a Party's organization," provided that such consultants, subcontractors and business partners are under an obligation of confidentiality. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party and that was not known or received as the result of violation of any obligation of confidentiality; (b) or becomes publicly available or otherwise in the public domain without breach of this Section by the receiving Party; (c) rightfully obtained by a Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (d) developed by a Party independent of any disclosure hereunder, as evidenced by detailed written records made in the normal course of a Party's business during the development process; or (e) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other Party prior to such disclosure and shall cooperate with the other Party in the event such Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure. Notwithstanding anything to the contrary, Protected Health Information is always Confidential Information except when the Protected Health Information becomes aggregated data in accordance with Section 6 and does not identify the patient in any manner.

- b. Except as otherwise provided herein, all of a Party's Confidential Information disclosed to the other Party, and all copies thereof, shall be and remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Registry Agreement for any reason, or within fifteen (15) days of written request by the disclosing Party, be promptly returned to the disclosing Party, or destroyed, at the disclosing Party's direction. In the event of such requested destruction, the Party receiving such request shall provide to the other Party written certification of compliance therewith within fifteen (15) days of such written request. Notwithstanding the foregoing, a Party shall not be required to retrieve and destroy or retrieve and return Confidential Information that is stored on backup or archived digital media but shall continue to protect such information under this Section 8. Notwithstanding the provisions of this Section 8, any information governed by Sections 6(a) or 6(b) or the provisions of the HIPAA BAA shall be governed, respectively, by those Sections of this Agreement, as applicable.

9. Indemnification

- a. Help Me Grow will indemnify, defend, and hold Participant and its employees, officers, directors, agents, contractors and business partners (collectively the "Participant Indemnitees") harmless from any third party claim, demand, cause of action, lawsuit or proceeding brought against Participant based upon 1) any gross negligence or willful misconduct on the part of Help Me Grow; 2) any errors or inaccuracies contained in the data as created or derived by Help Me Grow, provided

that the errors or inaccuracies are caused by Help Me Grow and not caused solely by the data entered into the Registry by Participant; 3) any claim that is based, in whole or in part, on a breach of any warranty, representation or covenant made by Help Me Grow under this Registry Agreement, including but not limited to any third party lawsuit or proceeding brought against Participant or any of the Participant Indemnitees based upon a claim that any data created or derived by Help Me Grow infringe any third party rights. Such indemnification shall include: (1) all reasonable attorneys' and expert fees and costs associated with defense of such claim; (2) all damages and costs; and (3) the full cost of any settlement. Such indemnification obligation requires that Participant (i) notify Help Me Grow of any such claim within thirty (30) days of Participant's notice of such claim, (ii) provide Help Me Grow with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (to the extent requested by Help Me Grow), and (iii) give Help Me Grow full control and sole authority over the defense and settlement of such claim. Help Me Grow will not enter into any settlement or compromise of any such claim without Participant's prior consent, which shall not be unreasonably withheld.

- b. Participant will indemnify, defend, and hold Help Me Grow and Help Me Grow's employees, officers, and directors (collectively the "Help Me Grow Indemnitees") harmless from any third party claim, demand, cause of action, lawsuit or proceeding brought against one or more Help Me Grow Indemnitees based upon (1) any errors or inaccuracies contained in the data as delivered by Participant to the Registry or Help Me Grow; or (2) any medical treatment, diagnosis or prescription rendered by Participants or its agents (including physicians and healthcare professionals). Participant's indemnification shall include (i) all reasonable attorneys' fees and costs associated with defense of such claim; (ii) all damages and costs awarded; and (iii) the full cost of any settlement entered into by Participant. Such indemnification obligation requires that Help Me Grow (i) notify Participant of any such claim within thirty (30) days of Help Me Grow's notice of such claim, (ii) provide Participant with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (to the extent requested by Participant), and (iii) give Participant full control and sole authority over the defense and settlement of such claim. Participant will not enter into any settlement or compromise of any such claim without Help Me Grow's prior consent, which shall not be unreasonably withheld.

10. Notices.

- a. All notices and demands of any kind or nature which either Party to this Registry Agreement may be required or may desire to serve upon the other in connection with this Registry Agreement shall be in writing, and may be served personally, by registered or certified United States mail, or by nationally recognized overnight courier (e.g., FedEx, DHL, or UPS) to the following addresses:

If to Participant:

Caity Engel

Address: 91625 Warner Ave

Fountain Valley, CA 92708

Phone: 714-962-4099

Email: engelc@fvsd.us

If to Help Me Grow:

Help Me Grow

Rebecca Hernandez

2500 Red Hill Avenue, Suite 290

Santa Ana, CA 92705

949-267-0300

Rehernandez@choc.org

With a copy to:

Children's Hospital of Orange County

Chief Legal Officer

1201 W. La Veta Avenue

Orange, CA 92868

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Any Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

11. General

- a. The relationship of the Parties to this Registry Agreement is that of independent contractors and not that of master and servant, principal and agent, employer and employee, or partners or joint venturers.
- b. This Registry Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. An electronic signature will have the same legal force and effect as though it were the original of such signature.
- c. A waiver by either Party to this Registry Agreement of any of its items or conditions in any one instance shall not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.
- d. All provisions of this Registry Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction then

the rest of this Registry Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

- e. This Registry Agreement, including the exhibits attached hereto, and any subsequent addendums executed by the Parties (a) constitute the entire agreement between the Parties with respect to the subject matter; (b) supersede and replace all prior and contemporaneous agreements, oral or written, between the Parties relating to the subject matter; and (c), except as otherwise indicated, may not be modified or otherwise changed in any manner except by a written instrument executed by both Parties.
- f. The following sections of this Registry Agreement survive its termination, for any reason: Sections 4, 5, 6, 8, 9, 10 and 11 and the HIPAA BAA.
- g. The parties agree there are no third-party beneficiaries, intended or otherwise, to this Registry Agreement, including without limitation, patients of Participant.
- h. This Registry Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Registry Agreement to be executed as of the Effective Date.

Children's Hospital of Orange County
on behalf of the Help Me Grow program

By: 

Name: Michael Weiss

Title: VP, Population Health and Case Management

Participant:
Fountain Valley School District

By: 

Name: Mona Green

Title: Director

EXHIBIT A
PARTICIPANT APPLICATION TO ACCESS
THE OC CHILDREN'S SCREENING REGISTRY

Participant Application
OC Children's Screening Registry

Overview

The OC Children's Screening Registry is an online database designed to enable primary care providers and community-based providers to collect and report on developmental and behavioral screening data of children from birth through eight (8) years of age. The OC Children's Screening Registry accommodates four screening tools (Ages and Stages Questionnaires-3, ASQ: Social Emotional, Parents Evaluation of Developmental Status, and M-CHAT). The screening information is designed to help clinical and community-based providers proactively identify children with at-risk developmental screening results, reduce duplication of screening efforts, and assist in connecting families with appropriate resources.

Participant and Authorized Lead Information

Individual at Participant Organization responsible and authorized to enter into agreements

Participant Name (Organization): FVSD Child Care Programs

Name: Mona Green

Role/Title: Director of Child Care Programs

Address: 9625 Warner Ave, Fountain Valley, CA 92708

Phone: 714-962-4065

Email: greenm@fvsd.us

Participant Liaison Contact Information

Individual that will have ongoing contact with Help Me Grow regarding user accounts, supervise data entry, confirm accuracy, and act as a direct liaison with Help Me Grow

Name: Caitly Engel

Position: School Readiness Nurse

Phone: 714-962-4099

Email: engelc@fvsd.us

Type of Participant Registry Use

(Select One) One of the benefits of the screening registry is to provide a continuum of care for a child between service providers. Child screening results can be shared between service providers IF certain conditions are in place:

- Participant is considered a Treating Provider
Service Provider is considered a Treating Provider AND the Service Provider has a treatment relationship with the Child that would warrant a benefit to the child if screening results were shared.
- Participant is considered a Non-Treating Provider
Service Provider is NOT a Treating Provider but has obtained a written, valid HIPAA Authorization from the child's parent/legal guardian to allow access to view screening results obtained from another provider AND the Service Provider has a relationship with the Child that would warrant a benefit to the child if screening results were shared. If authorization does not exist for a specific child than only the screening results the participant has entered will be accessible.
- Data Entry Only Access
Service Providers may use the data they collect and enter into the OC Children's Screening Registry for internal purposes only and will not view records from other service providers.

Participant OC Children's Screening Registry Agreement

On behalf of my organization, I have reviewed, and signed the OC Children's Screening Registry Participation Agreement. This document outlines the terms of use, including responsibilities, benefits, and conditions of the Participant's use of the OC Children's Screening Registry.


Authorized Signature: 
Authorized Printed Name: *Mana Green*
Date: *10/5/2020*

EXHIBIT B
AUTHORIZED USER TERMS OF USE

OC CHILDREN'S SCREENING REGISTRY

TERMS OF USE – FOR AUTHORIZED USERS

Welcome to the OC Children's Screening Registry, an online database designed to enable primary health care providers and community based providers to view and/or enter developmental and behavioral screening data, and share information on referrals and outcomes ("Registry"). The Registry is provided by Children's Hospital of Orange County on behalf of the Help Me Grow program ("HMG", "We", "Us" or "Our"). Your access and use of the Registry is governed by these Terms of Use ("Terms of Use"). Subject to your compliance with these Terms of Use, We grant you as the Authorized User ("You" or "Your") a limited license to access and use the Registry for Your non-commercial, informational, and personal use.

1. Definitions:

1.1 Authorized User –An individual that has been approved by Us and/or the Participant to access and/or use the Registry on behalf of the Participant or Us.

1.2 Participant – The organization that is authorized by Us to participate in the Registry pursuant to an executed OC Children's Screening Registry Participation Agreement between said organization and Us ("Participation Agreement"), and at whose direction You are accessing and/or using the Registry.

1.3 Patient Information – All information relating to a patient, child, or client of a Registry Participant, including, but not limited to, "protected health information," as defined under HIPAA.

1.4 HIPAA – The Health Information Portability and Accountability Act of 1996, as amended, and its implementing regulations.

2. Patient Participation and Ability to Opt-Out. HMG operates a Registry pursuant to which a patient's legal guardian may exercise choice concerning the inclusion and/or availability of their child's Patient Information in the Registry. If a patient's legal guardian would like to opt-out of participating in the Registry, the patient's legal guardian must notify the Participant in writing prior to Participant entering the Patient Information into the Registry. This opt-out notification prevents the Participant from entering any of the child's Patient Information in the Registry. Once Patient Information is entered into the Registry, this data becomes part of the Registry's aggregate data and such data cannot be retracted from the Registry by You or Participant. If the child's Patient Information already exists in the Registry, the Participant must then promptly notify HMG in writing of the legal guardian's opt-out request. Upon receipt of the notification, HMG will remove the child's Patient Information from the Registry in a timely manner. Notwithstanding the foregoing, if the Patient Information has already been included in

any de-identified or aggregate data, or other use permitted under the Participation Agreement which does not identify the patient in any manner, prior to the date of the opt-out notice, HMG will not be required to remove or cease use of such Patient Information from the pre-existing de-identified or aggregate data or other use permitted under the Participation Agreement and HMG may continue to use such de-identified or aggregate data pursuant to the terms of the Participation Agreement provided that the patient is not identified in any manner.

3. Your Responsibilities:

Participation in the Registry. You shall access and use the Registry in accordance with the terms and conditions of these Terms of Use and the Participation Agreement.

3.2 **Compliance with Laws and Regulations.** You agree to comply with all laws and regulations applicable to the activities You conduct pursuant to Your access and use of the Registry.

3.3 **Attestation of Status as Authorized User.** You attest that You:

- a) Are a current member of the Participant's workforce or medical staff;
- b) Are designated by the Participant as an individual authorized to use the Registry, and;
- c) Are engaging in entry, access, and/or use of Patient Information in the Registry for a legitimate business purpose on behalf of the Participant.

3.4 **Limitations Upon Access To and Use of Patient Information.** You shall access and use Patient Information through the Registry solely for the purpose of Treatment, as defined under HIPAA, of individuals with whom You have a treatment relationship, or from whom the Participant has received a valid authorization when required under HIPAA or other applicable law or regulation. You may use Patient Information solely in accordance with the Registry's purpose. You shall not engage in any inappropriate use of Patient Information, such as for personal reasons, including but not limited to curiosity or as a favor to others.

3.5 **User Identification and Passwords.** User IDs and Passwords are intended to protect and maintain the privacy of information in the Registry from unauthorized personnel. You agree that You shall not share Your assigned User ID or Password with others, except to trained technical support personnel for the purpose of technical support. You acknowledge that sharing your User ID or Password with anyone else, or leaving your workstation without logging out of the Registry, is in direct violation of these Terms of Use.

3.6 **Limitations Upon Disclosure of Patient Information.** You may not disclose Patient Information obtained through the Registry for any reason, except as expressly permitted by applicable laws and regulations, including but not limited to HIPAA, and these Terms of Use.

3.7 **Reasonable Safeguards for Privacy and Security.** You shall use reasonable safeguards, as required under HIPAA, to maintain the privacy and security of Patient Information. Without

limiting the generality of the foregoing: (i) You shall not use, share, or disclose Your password(s) or other access identification or authentication information with any individual or entity, except as stated in 3.5.

3.8 Suspension and Termination of Authorized User Status. You understand and acknowledge that Your status as an Authorized User may be suspended and/or terminated at any time without notice, along with all access privileges, under the following conditions:

- a) Upon termination of the Participant's involvement in the Registry for any reason;
- b) If You are no longer a member of the Participant's workforce or medical staff;
- c) Upon a change to Your roles and/or responsibilities on behalf of the Participant that would make continued access or use inappropriate;
- d) Upon suspicion or confirmation of any inappropriate or unlawful access, use, and/or disclosure occurring by You and/or Your account;
- e) Upon request by the Participant;
- f) At the discretion of HMG;
- g) Upon any act or omission by You that is in violation of these Terms of Use, the Participation Agreement, or any applicable laws or regulations.

3.9 Monitoring. You understand and acknowledge that Your access, transactions, and other activities while using the Registry may be monitored.

4. License Restrictions.

4.1 You shall not:

(a) Copy any Registry content, except as expressly permitted by the Participation Agreement or these Terms of Use;

(b) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Registry or its content;

(c) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Registry or its content;

(d) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Registry or its content, including any copy thereof; or

(e) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Registry or its content, or any features or functionality of the Registry, to any third party for any reason, including by making the Registry available on a network where it is capable of being accessed by more than one device at any time.

4.2. You acknowledge and agree that the Registry and its content is provided under license, and not sold, to you. You do not acquire any ownership interest in the Registry and its content under these Terms of Use, or any other rights thereto other than to use the Registry and its content in accordance with the license granted, and subject to all terms, conditions and restrictions, under these Terms of Use. We reserve and shall retain Our entire right, title and interest in and to the Registry and its content, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Terms of Use.

5. Collection and Use of Your Information. You acknowledge that when You use the Registry, the Registry may use automatic means (including, for example, cookies and web beacons) to collect information about Your use of the Registry. You also may be required to provide certain information about Yourself as a condition to using the Registry or certain of its features or functionality, and the Registry may provide you with opportunities to share information about Yourself with others.

6. Third Party Materials. The Registry may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to You or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to You and You access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

By signing below, You understand and agree that you will abide by these Terms of Use, and the applicable Participation Agreement.

Caity Engel
Signature

10/5/20
Date

Caity Engel
Print Name

FVSD - Fountain Valley School District
Employer

Child Care Programs
Program or Medical Practice Site

Please return this form to Help Me Grow at the email address below:
Email: OCscreeningregistry@choc.org
Phone: 949-267-0312

EXHIBIT C OVERVIEW OF OC CHILDREN'S SCREENING REGISTRY



Overview of OC Children's Screening Registry

Healthy Tomorrows Partnership for Children Program Award

The Healthy Tomorrows Partnership for Children Program is a collaborative effort between the American Academy of Pediatrics and Maternal Child Health Bureau that distributes grants to promote community planning and problem solving at the local level.

In March 2014, Help Me Grow Orange County was awarded a Healthy Tomorrows Partnership for Children Program grant. The purpose of the grant is to support the creation of a Developmental Screening Network (DSN), as well as the creation of a Developmental Screening Registry (OC Children's Screening Registry) to improve physician engagement and cross-sector collaboration, link electronic health records among Orange County service providers, and reach out to pediatricians to encourage them to regularly use developmental screening tools and refer children for evaluation and treatment when needed.

OC Children's Screening Registry

The OC Children's Screening Registry is an online database designed to enable primary health care providers and community-based providers to view and/or enter developmental and behavioral screening data and share information on referrals and outcomes. The OC Children's Screening Registry has been developed to accommodate four screening tools (Ages and Stages Questionnaires (ASQ) -Third Edition, ASQ: Social Emotional-2, Parents Evaluation of Developmental Status and Modified Checklist for Autism in Toddler, Revised with Follow-up).

Developmental Screening Network

The Developmental Screening Network (DSN) is a collaborative structure of community stakeholders, the primary purpose is to support improved care coordination and connection to developmental services among local service providers serving children birth through eight years.

The DSN has met on a monthly basis since its inception to oversee the development of the Registry. To facilitate this process, the DSN established a subcommittee - the Confidentiality Work Group - to identify barriers to registry utilization, find solutions, examine laws, and outline a methodology that will increase success of the OC Children's Screening Registry.

Framework for Use of OC Children's Screening Registry Data

The screening information is designed to help clinical and community based providers proactively identify children with at-risk developmental screening results, reduce duplication of screening efforts, and assist in connecting families with appropriate resources. Information shared may include demographic information (name, date of birth, sex); developmental screening results; and services (types and/or outcomes of referrals made).

Administrative: Help Me Grow is the data administrator of the OC Children's Screening Registry. Help Me Grow will have access to screening information collected on children in the registry for purposes of evaluation, support, and maintenance. Help Me Grow may report aggregate information (*no individuals or individual-level health information will be identified*) from a service provider, group of service providers, or across all service providers. The one exception could be that a participant location such as zip code could be used for purposes of graphing service delivery. Help Me Grow may work with additional data administrators that may only see registry information for purposes of providing technical support for the registry or to authorized service providers, quality assurance for the program, or for removing authorization to share child information.

Service Provider: There are two levels of child information access within the OC Children's Screening Registry. First, is the data collected and entered by each Service Provider and second is the screening data collected by another service provider, but common to both parties

- **Service Provider Own-entered Child Data.** Service Providers may use the data they collect and enter into the registry for internal purposes only. Providers may prepare and disseminate reports of their own aggregate data for use in program planning and reporting.
- **Screening Results Collected from Another Service Provider.** One of the benefits of the screening registry is to provide a continuum of care for a child between service providers. Individual child screening results on each tool can be viewed within the registry between service providers IF certain conditions are in place.
 1. Service Provider is considered a Treating Provider AND the Service Provider has a treatment relationship with the Child that would warrant a benefit to the child if screening results were shared: **OR**
 2. Service Provider is NOT a Treating Provider, but has obtained a written, valid HIPAA Authorization from the child's parent/guardian to allow access to view general screening results obtained from another provider. An example of such valid HIPAA Authorization is available on the Help Me Grow website.
 3. Not all Participants utilizing the OC Children's Screening Registry will have access to view records from other Service Providers.

Child Data Protections: Participating in the OC Children's Screening Registry is voluntary. A parent not wishing to participate may opt out of the registry without any consequences to receiving services. Participant's staff are subject to follow guidelines set forth by the Health Insurance Portability and Accountability (HIPAA) and California Health and Safety Codes 130200 (AB211) and 1280.15 (SB541) which require the protection and confidential handling of protected health information. All client records are confidential and are protected in a HIPAA compliant, secure database that will only be accessed by authorized OC Children's Screening Registry users and Help Me Grow staff for administrative purposes. Child data will be maintained in the OC Children's Screening Registry for Data Entry Only Participants until the child reaches 8 years of age, at which time data sharing expires and additional access to this record would require parental/guardian authorization. Child data will be maintained in the OC Children's Screening Registry for Treating Providers until the child reaches 17 years of age, at which time data sharing expires and additional access to this record would require parental/guardian authorization. A request may be made to discontinue sharing information within a child's record at any time by submitting a written Request to Remove Confidential Information to Help Me Grow at: 2500 Red Hill Ave, Suite 290, Santa Ana, CA 92705.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into by and between Fountain Valley School District ("Covered Entity" or "CE") and Children's Hospital of Orange County d.b.a. CHOC Children's Hospital ("Business Associate" or "BA"). This BAA is effective as of 10/5/20 (the "BAA Effective Date").

RECITALS

- A. CE wishes to disclose certain information to BA that may constitute Protected Health Information ("PHI") (as defined in the HIPAA Rules), in connection with BA's performance of services for CE.
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable state and federal laws and regulations.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

AGREEMENT

A. Definitions

1. Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

2. Specific definitions:

- a. Business Associate. "Business Associate" ("BA") shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- b. Covered Entity. "Covered Entity" ("CE") shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

- c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

B. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
3. Report, in writing, to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, without unreasonable delay and in no case later than three (3) days after discovery;
4. Breach notifications to individuals. The HHS Office for Civil Rights (OCR), and potentially the media, will be handled by the CE. BA agrees to pay the actual costs of CE for such notifications, as long as the nature of the breach has been determined to have been caused by the BA or BA's Subcontractor(s).
5. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same or more stringent restrictions, conditions, and requirements that apply to the BA with respect to such information;
6. Make available PHI in a designated record set to the CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under 45 CFR 164.524;
7. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the CE pursuant to 45 CFR 164.526, within thirty (30) days of receipt of a request from the CE or take other measures as necessary to satisfy CE's obligations under 45 CFR 164.526;
8. Maintain and make available, within thirty (30) days of notice by CE or a request, the information required to provide an accounting of disclosures to the CE as necessary to satisfy CE's obligations under 45 CFR 164.528;
9. To the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the CE in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to CE and the Secretary for purposes of determining compliance with the HIPAA Rules.

C. Permitted Uses and Disclosures by Business Associate

1. BA may only use or disclose PHI for the sole purpose of performing BA's obligations as directed by CE and as permitted under this BAA.
2. BA may use or disclose PHI as required by law.
3. BA agrees to make uses and disclosures and requests for only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
4. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE, except for the specific uses and disclosures set forth in paragraphs 5 and 6 below.
5. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of the BA, provided the disclosures are required by law, or BA obtains reasonable written assurances from the third party to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and a written agreement from the third party is in place outlining that the third party immediately notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.
6. BA may provide data aggregation services relating to the health care operations of the CE.
7. BA shall (i) not use or disclose PHI for fundraising or marketing purposes, except as provided in a separate contract between CE and BA, and consistent with the requirements of 42 U.S.C. 17936; (ii) not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); and (iii) not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C Section 17935 (d)(2); however, this prohibition shall not affect payment by CE to BA for services provided at the direction of CE.

D. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. CE shall notify BA of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
2. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

E. Termination

1. **Material Breach.** If either Party (CE or BA) knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the BAA, or other arrangement, then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified time frame, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following: (a) if feasible, terminate the arrangement; or (b) if termination of the arrangement is infeasible, report the issue to the Secretary of the HHS.
2. **Obligations of BA Upon Termination.**
 - a. Upon termination of this Agreement for any reason, BA shall return to CE (or, if agreed to by CE, destroy) all PHI received from CE, or created, maintained, or received by BA or its agents or subcontractors on behalf of CE, that the BA or its agents or subcontractors still maintain in any form. BA shall retain no copies of the PHI. BA shall certify in writing to CE that such PHI has been destroyed.
 - b. If return or destruction of said PHI is not feasible, as determined by CE, BA shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than for those purposes that make the return or destruction of such PHI infeasible.
3. **Survival.** The obligations of BA under this Section shall survive the termination of this Agreement.

F. Miscellaneous

1. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
2. **Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under this BAA or any other arrangements between CE and BA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.
3. **Indemnification; Limitation of Liability.** Business Associate shall defend, indemnify and hold harmless Covered Entity, its parent and subsidiary corporations, officers, directors, employees, and agents from any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by Covered Entity to the extent resulting directly or indirectly from any acts or

omissions of Business Associate, including without limitation breach of this Agreement by Business Associate.

Covered Entity shall defend, indemnify and hold harmless Business Associate, its parent and subsidiary corporations, officers, directors, employees, and agents from any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by Business Associate to the extent resulting directly or indirectly from any acts or omissions of Covered Entity, including without limitation breach of this Agreement by Covered Entity.

This provision shall survive the termination of the BAA.

4. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
5. No Third-Party Beneficiaries. Nothing express or implied in the BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
6. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth below or at such other address as each party may designate by written notice to the other by following this notice procedure.

- a. Written notice to CE under this BAA shall be addressed to:

FVSD Child Care Programs
Attn: Mona Green
9625 Warner Avenue
Fountain Valley, CA 92708
Facsimile: (714) 962-4166

- b. Written notice to BA under this BAA shall be addressed to:

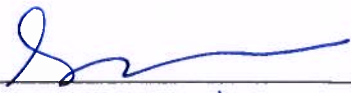
Children's Hospital of Orange County dba
CHOC Children's Hospital
Attn: Chief Compliance Officer
1201 W. La Veta Avenue
Orange, CA 92868
Phone: (714) 509-3014

7. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: 
Name: Mona Green
Title: Director

BUSINESS ASSOCIATE:

CHILDREN'S HOSPITAL OF ORANGE COUNTY d.b.a. CHOC CHILDREN'S HOSPITAL

By: _____
Name: Michael Weiss
Title: VP, Population Health & Case

Management



Fountain Valley School District
Educational Services
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **AFFILIATION AGREEMENT WITH REGENTS OF THE
UNIVERSITY OF CALIFORNIA FOR THE PEDIATRIC VISION
PROJECT FOR THE 2020-2021 SCHOOL YEAR**
DATE: December 7, 2020

Background:

The Regents of the University of California, on behalf of the University of California, Irvine, Department of Ophthalmology, provides in its curriculum the Pediatric Vision Project, a project for pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County. The University would like to provide vision care to Fountain Valley School District preschool children who fail the District's annual vision screening. As a part of the proposed affiliation agreement, the University will transport the UCI Pediatric Eye Mobile to FVSD preschools and provide its services.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the affiliation agreement between the Regents of the University of California and the Fountain Valley School District for the school year 2020-2021.

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
FOUNTAIN VALLEY SCHOOL DISTRICT**

This Affiliation Agreement is made and entered into this 1 day of July 2020, in the State of California by and between Fountain Valley School District, (hereinafter referred to as "AFFILIATE") and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Irvine, Department of Ophthalmology (hereafter referred to as "UNIVERSITY").

WITNESSETH

WHEREAS, UNIVERSITY provides in its curriculum a project for the pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County (CFCOC) (hereinafter collectively referred to as "Pediatric Vision Project"); and AFFILIATE.

WHEREAS, the UNIVERSITY desires to provide vision care to preschool children that fail the annual vision screening as provided by the Nurses Consultant or Physician it is desired that the AFFILIATE provide assistance to the UNIVERSITY as described in section VI of this document. The UNIVERSITY employs physicians and other personnel with training in ophthalmology and optometry and its support staff to perform such services;

IN FURTHERANCE of the foregoing purpose and the Pediatric Vision Project for the preschool children of Orange County it is agreed:

1. The UNIVERSITY shall transport the UCI Pediatric Eye Mobile to the school locations within Fountain Valley School District in Orange County.
2. UNIVERSITY shall provide its services described herein during normal school hours and /or on a mutually agreed upon schedule.

AFFILIATE is willing to allow UNIVERSITY to utilize the AFFILIATE'S facilities for examination of the preschool children that fail the School Districts annual vision screen by the staff of the Pediatric Vision Project of UNIVERSITY as pursuant to the terms of this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. TERM

This Agreement shall become effective upon final execution and shall continue in effect until June 30, 2021; subject to termination by either party with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party. Program year shall end in June, with the exact day varying from year to year as determined by the UNIVERSITY.

II. ASSIGNMENT

- A. UNIVERSITY'S Pediatric Vision Project STAFF and UCI VOLUNTEERS visiting the AFFILIATE shall be under the supervision of a physician who is a member of University who holds a faculty appointment with UNIVERSITY.
- B. UNIVERSITY may assign STAFF to visit the AFFILIATE under the direction of an Optometrist to provide vision care as determined by UNIVERSITY and agreed upon by AFFILIATE.
- C. STAFF and UCI VOLUNTEERS shall be subject to the rules and regulations of AFFILIATE and UNIVERSITY.
- D. UNIVERSITY STAFF visiting the AFFILIATE to meet the terms of the Orange County Pediatric Vision Project supported by the CFCOC shall be in good standing with UNIVERSITY. STAFF AND UCI VOLUNTEERS shall not be deemed to be employees of the AFFILIATE during the hours in which they are assigned to the UNIVERSITY'S vision project.

III. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STAFF and UCI VOLUNTEERS.

IV. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

V. OBLIGATIONS OF UNIVERSITY

- A. UNIVERSITY shall be responsible for the selection, education, placement of STAFF AND VOLUNTEERS visiting AFFILIATE to provide vision screenings and exams as called for in the Children's and Families Commission Orange County (CFCOC) Pediatric Vision Project.
- B. UNIVERSITY shall provide STAFF and UCI VOLUNTEERS, along with AFFILIATE with all training and instruction required by UNIVERSITY'S Pediatric Vision Project. UNIVERSITY STAFF will provide vision exams, prescription for glasses and corrective lenses as needs and glasses at no charge for the children referred to the UCI Pediatric Eye Mobile, assistance with program evaluation and advice to the AFFILIATE personnel on the need for referral of children for ongoing ophthalmologic care.
- C. UNIVERSITY shall determine the required number of hours of clinical experience required for STAFF providing the vision exams at the AFFILIATE. All plans for providing vision care at AFFILIATE shall be subject to the approval of AFFILIATE, which approval shall not be unreasonably withheld.
- D. UNIVERSITY'S STAFF visiting the AFFILIATE shall be provided professional medical liability coverage by the UNIVERSITY.
- E. AFFILIATE may, at any time, discontinue their participation in the Pediatric Vision Project upon notification to UNIVERSITY. Such dismissal shall not be arbitrary or unreasonable.
- F. The Pediatric Vision Project Principal Investigator/ faculty (PI) and assigned STAFF to visit the AFFILIATE's facility will meet with AFFILIATE's designated liaison prior to providing vision care to the AFFILIATE's preschool students. During this meeting the PI and Project Director will establish a time for visitation to the facility to provide eye exams for the preschool student cohort that fails the vision screenings conducted by the AFFILIATE'S NURSE CONSULTANT. The vision screenings will be conducted according to the protocols specified within the Pediatric Vision Project and agreed to by the AFFILIATE. The Pediatric

Vision Project PI and Project Director will be responsible for communicating any AFFILIATE requirements to the Vision Project STAFF and ensure compliance with AFFILIATE's requirements.

- G. The Vision Project PI and Project Director will provide AFFILIATE with a copy or multiple copies of the protocols and pediatric vision design and methodology. The faculty member or Project Director will arrange for meetings with the AFFILIATE's STAFF and SRN's so that the UNIVERSITY STAFF are knowledgeable of AFFILIATE's policies and procedures that might apply to the implementation of the Pediatric Vision Project.
- H. The faculty member and Vision Project STAFF will act as the liaison to the AFFILIATE. UNIVERSITY will coordinate and oversee UNIVERSITY staff. They will update AFFILIATE when and if changes occur related to the Vision Project that might impact the AFFILIATE. They will communicate and work to resolve any project issue in a timely manner that may occur during the VISITATION of UNIVERSITY STAFF to the AFFILIATE'S facility. If they are not able to work through the issue they will seek counsel from the Project Director or PI.

VI. OBLIGATIONS OF AFFILIATE

- A. AFFILIATE shall retain ultimate control and responsibility for their facility.
- B. AFFILIATE shall designate a person to help coordinate with the UNIVERSITY project staff for the scheduling of the UCI Pediatric Eye Mobile.
- C. AFFILIATE will adopt the protocols designed by the Pediatric Vision Project staff to conduct screenings using the plus optix or other available screening devices and methods to identify the preschool student cohort that will require additional screening and/ or eye exams that could determine and identify the vision care needs of the children. This could be identification of those within the cohort that will need glasses prescribed and dispensed by the UNIVERSITY Vision Project Staff and/or the need for the student to be seen for tertiary care.

- D. AFFILIATE STAFF will provide data from the screening and will conduct follow-up inquiries on the students who fail the vision screens to ensure they are seen by a medical doctor or the visiting optometrist as required.
- E. AFFILIATE shall provide Vision Project STAFF with access to the preschool Cohort as described in the project outline, including a place to park the Pediatric Eye Mobile and access to the cohort that has failed the vision screening conducted by the AFFILIATE SRN's and access to electrical outlets to provide power to the vision bus, if available.
- F. AFFILIATE shall make its best efforts to provide adequate space, support, and AFFILIATE STAFF assistance to ensure that the identified cohort is available for eye exams as prearranged.
- G. AFFILIATE shall permit the use of its parking facilities and electrical source (if applicable).
- H. AFFILIATE shall provide orientation program for faculty member and Vision Project STAFF if deemed necessary by the AFFILIATE.
- I. AFFILIATE shall assure the availability and appropriateness of the student cohort to be provided with eye exams by the UNIVERSITY STAFF. The cohort shall be limited to those preschool children who are enrolled in the school or other programs conducted on school grounds and who have received written consent from their parents or guardian for vision examination and a prescription of corrective lenses as appropriate.
- J. AFFILIATE shall detail the specific responsibilities and authority of the facility's staff as related to the Pediatric Vision Project.
- K. AFFILIATE shall assure that staff is adequate in number and quality to insure that the Pediatric Vision Projects visit to the AFFILIATES facilities are efficient and effective meeting the Visit objectives as outlined in the Vision Project agreement.
- L. With respect to any professional services performed by UNIVERSITY under this agreement, AFFILIATE agrees as follows:

- a. To inform University immediately upon initiation of an investigation of UNIVERSITY STAFF or upon the occurrence of a substantive untoward event involving UNIVERSITY STAFF.
 - b. To advise UNIVERSITY, within 3 calendar days, of receipt of services of a complaint, Summons, or notice of a claim naming or involving UNIVERSITY STAFF. The UNIVERSITY will initiate actions as appropriate to address, investigate and/or defend the complaint/claim.
- M. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may but need not consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY STAFF. AFFILIATE shall have the right for good cause and after consultation with the UNIVERSITY to prohibit further attendance at AFFILIATE facilities of any UNIVERSITY STAFF provided that the AFFILIATE will not take any action against UNIVERSITY STAFF in an arbitrary and capricious manner. Upon such termination the UNIVERSITY will use its best efforts to replace terminated staff members with regard to these types of events.

VII. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are actually or allegedly caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents or students.

C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VIII. INSURANCE

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

a) Each Occurrence		\$2,000,000
b) General Aggregate	(not applicable to the Comprehensive form)	\$5,000,000

2. Professional Medical Liability Insurance with limits as follows:

(a) Each Occurrence	\$2,000,000
(b) General Aggregate	\$5,000,000

If such insurance is written on claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however that the coverage required under this Section A. (1), (2), (3) shall not in any way limit the liability of AFFILIATE. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program with limits as follows:
 - a) Each Occurrence \$2,000,000
 - b) General Aggregate \$5,000,000
2. Professional Medical Liability Self-insurance with limits as follows:
 - a) Each Occurrence \$2,000,000
 - b) General Aggregate \$5,000,000

If such insurance is written on a claims-made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Self-insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.
4. Worker's Compensation and Employers Liability equivalent Self-Insurance Program covering UNIVERSITY'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Sexual Abuse and Molestation coverage:
 - a. Per occurrence \$5,000,000
 - b. General Aggregate \$5,000,000
6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage required under this Section B (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverage.

- a. The foregoing insurance limits and/or requirements as referred to under Section (A) and (B) above shall be subject to changes in or modifications, or coverage, forms and /or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party or such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period of renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

IX. REQUIRED NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to AFFILIATE shall be addressed and mailed as follows:

Mona Green
Director of Child Development
& Recreation Programs
10055 Slater Ave.
Fountain Valley, CA 92708

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Iliana Molina, M.B.A.
Pediatric Vision Director,
Department of Ophthalmology
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

With a copy to the following:

Francine Jeffrey
Associate Dean of
Administration
School of Medicine
University of California, Irvine
Irvine Hall, Suite 240
Irvine, CA 92697-4350

Julie Ann Hernandez
Director, Risk & Regulatory
Affairs
UC Irvine Health
101 The City Dr., Rte 153
Orange, CA 92868

Iliana Molina
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

X. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

XI. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XII. USE OF PARTIES' NAME

- A. UNIVERSITY shall not publish or use, without AFFILIATE'S prior written consent, language, pictures or symbols, from which AFFILIATE'S name may be reasonably inferred or implied in any advertising, promotion or other publicity matter relating directly or indirectly to this agreement. UNIVERSITY shall have the right to acknowledge AFFILIATE'S support of the research performed under this Agreement in scientific publication and other scientific communications.
- B. AFFILIATE shall not publish or use, without UNIVERSITY'S prior written consent, UNIVERSITY'S name or language, pictures or symbols, from which UNIVERSITY'S name may be reasonably or indirectly inferred or implied in any advertising, promotion or other publicity matter relating to this Agreement. The provisions of the State of California, Education Code, Title 3, 92000 apply.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIV. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to

cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIII. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XIV. COOPERATION IN DISPOSITION OF CLAIMS

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

AFFILIATE

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

Mona Green
Name:

Name: Robert Lingua, MD
Professor of Ophthalmology & Director,
Pediatric Vision Project

11/17/2020
Date

Date

956001370
Tax ID # (Required Field)

Michael J. Stamos, MD
Dean of the School of Medicine

Date



Fountain Valley School District
Educational Services
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **LEARNING GENIE SOFTWARE SERVICE AGREEMENT FOR
THE 2020-2021 SCHOOL YEAR**
DATE: December 7, 2020

Background:

The Learning Genie software collects Desired Results Developmental Profile (DRDP) data which provides information about a child's knowledge, skills, and behaviors across a range of developmental domains that are aligned with California's early learning and development foundations. The FVSD Child Development program will use the results to guide individual instruction and modify curriculum. We also share the data with families in order to better understand and plan support for each child's learning and development.

Fiscal Impact:

\$840.00 Annually

Recommendation:

It is recommended that the Board of Trustees approves the Software Service Agreement between Learning Genie and the Fountain Valley School District for the school year 2020-2021.

LEARNING GENIE SOFTWARE AS A SERVICE AGREEMENT

This LEARNING GENIE SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into on the ___July___ of ___1st_____, 2020 by and between Learning Genie, Inc. ("Learning Genie"), a Delaware corporation located at 5868 Owens Avenue, Suite 250, Carlsbad, CA 92008, and _____ ("Customer"), located at _____9625 Warner Avenue Fountain Valley, CA 92708 USA_____.

1. Certain Definitions. The following definitions shall apply to certain terms used throughout this Agreement:

- (a) The Learning Genie App: The term "Learning Genie App" means the Internet platform and associated mobile application provided by Learning Genie, together with all software applications, proprietary or otherwise, that comprise the Platform, and any updates, upgrades, derivatives, improvements, enhancements, or extensions of the same. The term "Learning Genie App" also encompasses the Learning Genie Website, together with all copy, graphics, photographs, videos, documentation, and other content.
- (b) Portfolio and Assessment Module. The term "Portfolio and Assessment Module" refers to a software module of the Learning Genie App, that provides specific functionalities to enable authorized users to collect observation notes of learning activities and assess children's progress.
- (c) Family Engagement Module: The term "Family Engagement Module" refers to a software module of the Learning Genie App that provides specific functionalities to enable authorized users at the school (administrators, teachers, family service staff) to engage families with real time communication and sharing of resources and learning activities.
- (d) Analytical Reporting Module. The term "Analytical Reporting Module" refers to a software module that adds additional functionality to the Learning Genie App, namely a reporting tool that enables users to generate a variety of data analytic reports and summary reports based on the assessment data submitted to the Learning Genie App by authorized users (teachers and administrators).
- (e) Service: The term "Service" includes all services provided by Learning Genie under this Agreement.
- (f) User: The meaning of term "User" further includes anyone permitted to use any of the Learning Genie services by an Authorized User or by Customer, including an administrator, staff member, teacher, provider, or a parent of a student receiving education service from the Customer. When the context so indicates, the term "User" also means Authorized User or Customer.

2. Subscriptions. CUSTOMER hereby subscribes to the following Learning Genie services:

- (a) Learning Genie App – Portfolio and Assessment Module Subscription: One (1) year (school year 2020-2021) subscription to Portfolio and Assessment Module of the Learning Genie App for up to 60 active students per year. CUSTOMER shall have the right to renew its Learning Genie App subscription after the 1-year term by notifying Learning Genie prior to the end of the subscription term of any renewal terms.
- (b) Learning Genie App – Family Engagement Module Subscription: One (1) year (school year 2020-2021) subscription to Family Engagement Module of the Learning Genie App for up to 60

active students per year. CUSTOMER shall have the right to renew its Learning Genie App subscription annually after the 1-year term by notifying Learning Genie prior to the end of the subscription term of any renewal terms.

- (c) Learning Genie App – Analytical Reporting Module Subscription: One (1) year (school year 2020-2021) subscription to use the Analytical Reporting Module for up to 60 active students per year. CUSTOMER shall have the right to renew its Reporting Module subscription annually after the 1-year term by notifying Learning Genie prior to the end of the subscription term of any renewal terms.

3. Payment of Fees. CUSTOMER agrees to pay Learning Genie the fees as further described in Exhibit B, subject to the terms of conditions contained in this Agreement and Exhibit B. Learning Genie will invoice CUSTOMER annually according to the schedule below. Fees shall be due upon execution of this Agreement and payable thirty (30) business days after receipt by CUSTOMER of an invoice from Learning Genie.

Date of Invoice	Invoice Amount	Payment Due Date
08/12/2020	\$840 (2020-2021)	09/11/2020

(a) Multi-Year Contracts Payment. Multi-Year contracts may be paid on a yearly basis or all up front.

(b) Non-binding Agreement. CUSTOMER retains the right to terminate the contract at any period for the upcoming year for which payment is due, for any reason. The Customer is exempted from multi-year contract payment obligations (the remaining portion) when the CUSTOMER loses its funding to sustain their program. A 60-day written notice is required to be submitted to Learning Genie to terminate the contract.

(c) Child Count Adjustment: CUSTOMER reserves the right to adjust child counts for the upcoming year(s) of their contract. A 30-day written notice is required to be submitted to Learning Genie stating the new child counts. The changes will be applied to invoices of the upcoming year(s). CUSTOMER may also notify Learning Genie at any time throughout the year to add child counts to an existing contract.

(d) Due to changes in enrollment throughout the school year, CUSTOMER is allowed to have up to 10 additional children in their Learning Genie account without penalty. CUSTOMERS with excess child counts larger than 10 in addition to what is stipulated under their contract will be required to pay for the additional slots used. Learning Genie reserves the right to bill CUSTOMERS for these additional children in the form of a separate invoice.

4. Terms of Service, Privacy, and Data Sharing. The Learning Genie App online Terms of Service ("ToS") and Privacy Policy, which are both incorporated herein by this reference, shall at all times apply to the delivery of Learning Genie services under this Agreement. . If any conflict or inconsistency exists between the ToS or Privacy Policy and the terms of this Agreement, the terms of this Agreement shall prevail. Learning Genie shall provide the CUSTOMER with at least 30 days advanced notice prior to making any changes to the ToS or Privacy Policy.

5. Regulatory Compliance. The services provided by Learning Genie are subject to certain state and federal compliance obligations, namely The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), California AB 1584, as codified in Section 49073.1 of the California

Education Code, and California SB 1177, as codified in Section 22584 of the California Business and Professions Code. Accordingly, the required regulatory compliance statements for each of these regulations is attached hereto as Exhibit A and by this reference incorporated herein.

6. **End User License Agreement (EULA)**. In connection with its subscription, Learning Genie hereby grants CUSTOMER a revocable, non-exclusive, non-transferable, limited right and license to access and use the Service. The term of which shall commence on the date that the subscription commences and will end upon the termination of any subscription period. Learning Genie reserves the right to immediately terminate the license if the Service is used in breach of the terms set forth herein.
 - (a) **Payment**: Subscription fees must be paid in order to continue utilizing the Service. Learning Genie reserves the right to freeze or terminate any unpaid account. If an account is frozen, the user will be denied access to the Service until the account is brought current. Any failure to bring an account current within ninety (90) days of the date it becomes delinquent, will result in the account being terminated and all data will be deleted in accordance with the Learning Genie privacy policy.
 - (b) **Ownership**: This Agreement does not confer title, ownership, or any other rights concerning the use of the Service that are not set forth herein. Learning Genie retains all right, title and interest in and to the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof. The Service is protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Learning Genie. All rights not expressly granted to you herein are reserved by Learning Genie.
 - (d) **License Restrictions**: Violating any of the following restrictions may result in the immediate termination of the License:
 - (i) **General Restrictions**: The user agrees not to: (i) post and share any information that is abusive, threatening, obscene, defamatory, libelous, or otherwise objectionable and offensive, (ii) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any third party; (iii) commercially exploit the Service in any manner; (iv) provide a password or otherwise grant access to the Learning Genie account to any third parties for any purpose whatsoever; (iv) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the System, or otherwise modify the same, in whole or in part; (v) use the Service to display material that may be subject to copyright protection without the express consent of the copyright owner; (vi) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the System; (vii) misrepresent the source of ownership of the System; or (viii) otherwise access or utilize the System in any manner other than permitted by this Agreement.
 - (ii) **Access Restrictions**: Only authorized users may access their Learning Genie Account, and authorized users are strictly prohibited from sharing their username and/or password with anyone, and should take all steps necessary to protect their username and password from accidental disclosure. Learning Genie is not responsible for any actions undertaken by persons who obtain unauthorized access to any Learning Genie account. If any user believes that someone has accessed the account without authorization, the user must inform Learning Genie immediately so that we may take appropriate action.
 - (iii) **Administrators and Teachers**: Administrators and Teachers are strictly prohibited from using the Service in any manner that violates school policy or applicable regulations, or to otherwise use the Service in a manner that violates our Privacy Policy.

(iv) Parents: Parents who choose to utilize the sharing features of the Service do so at their own risk. Any information that you willingly choose to share with another user through the Service or in a publicly accessible area will be available to other users who access that content, and Learning Genie will not be held responsible for how others choose to use it. Parents are further required to follow any school policy regarding privacy and are forbidden from publicly sharing photographs that contain any child who is not their own, without the consent of that child's parent.

(e) Electronic Signature Policy: All documents, agreements, records, and other correspondence between and among any User of the Service and Learning Genie that require a signature to have legal effect shall be signed electronically in a manner consistent with the Electronic Signatures in Global and National Commerce Act, 15 USC 96, et. seq. Any electronically signed agreement shall be considered as valid and enforceable as an original, signed document.

7. Representations and Warranties: The Service is made available in reliance upon the following representations and warranties: (i) The user is a school administrator or has been authorized by an Administrator or Teacher to access the service; (ii) the user will not use the Service for the purpose of violating any statute, rule, or regulation, including, without limitation, FERPA or COPPA; (iii) the user will not use the Service to facilitate the distribution of computer viruses, spyware, or any other malicious code; (iv) the user will not use the Service to post information that infringes upon the proprietary rights of third parties, including without limitation intellectual property rights, or rights of publicity or privacy; and (v) the user will not use the Service in any manner other than as described herein.
8. Disclaimer of Warranties: Learning Genie shall undertake its best efforts to monitor and maintain the Service, but offers no guarantee or warranty that it will be free of bugs, errors, or defects, or will otherwise operate without interruption. Customer acknowledges the Service may be temporarily unavailable from time to time due to scheduled or emergency maintenance. Learning Genie shall provide reasonable advance notice of any scheduled service interruption, and use reasonable efforts to correct any bugs, errors, defects, and other matters outside of its control that may affect the delivery of the Service within a reasonable time frame after they are discovered or reported. EXCEPT AS SET FORTH HEREIN, LEARNING GENIE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND LEARNING GENIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
The Service may display advertisements for products and services offered by third parties. Learning Genie makes no guarantees about, and assumes no responsibility for, the content of such advertisements, or the availability, delivery, or performance of any product or service offered therein.
9. Limitation of Liability: In no event shall Learning Genie be liable to CUSTOMER or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Service, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond Learning Genie's control; (b) any delays in or failure of the Service to operate as described; (c) any use of the Service in violation of the terms of this Agreement.
10. Choice of Law; Forum: This document shall be governed in all respects by the laws of the United States and the State of California. Any claim or dispute arising under this Agreement, whether subject to mandatory arbitration or otherwise, must be brought in San Diego County, California except as otherwise agreed by the Parties. The Parties agree to submit to the personal jurisdiction

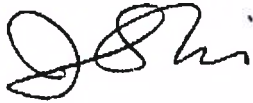
of the courts located within San Diego, California for the purpose of litigating all such claims or disputes. All claims filed or brought contrary to this section shall be considered improperly filed. Should any claim be filed improperly, the Party against who the claim has been brought may recover reasonable attorneys' fees and costs, provided that the other party has been notified in writing of the improperly filed claim and has failed to withdraw the claim promptly.

ACCEPTED AND AGREED

LEARNING GENIE, INC.

Fountain Valley School District

By:



Name: Jing Shi

Title: CEO & Co-founder

Date: 07/01/2020

By:



Title: Director

Date: 9/11/20

EXHIBIT A
REGULATORY COMPLIANCE STATEMENTS

FERPA Compliance Statement: The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Under FERPA, the student information they document using the Service does not constitute an official education record, but instead constitutes Directory Information as that term is defined in FERPA. Subject to certain exceptions, a school or district cannot disclose personally identifiable information recorded in a student's educational record to a third-party provider such as Learning Genie without the written consent of the student's parents or legal guardians. The exceptions to this prohibition include Directory Information such as that recorded using the Learning Genie Service. As a School Official or Institution providing Directory Information or any other information to Learning Genie, you hereby represent and warrant that your institution has:

- (a) Complied with the Directory Information exception, which includes informing parents what information the Institution deems to be Directory Information, and giving parents a reasonable opportunity to opt-out of the disclosure of such information; or
- (b) Complied with the FERPA School Official Exception by informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers, and defines "Legitimate Educational Interest" to include services such as the type provided by Learning Genie; or
- (c) Obtained all necessary parental written consent to share the Directory Information and Educational Records with Learning Genie, in each case, solely to enable Learning Genie to provide the Service.

Further in compliance with FERPA, Learning Genie will: (i) grant Administrators direct control of the use and maintenance of the information provided to Learning Genie in accordance with their policies; (b) comply with Administrators' data retention, archival, and destruction requirements throughout the term of this Agreement and afterwards; and (c) provide access to information to parents when to do so for the purposes of correcting any inaccuracies therein.

AB 1584 Compliance Statement: Pursuant to California AB 1584, as codified in Section 49073.1 of the California Education Code, Learning Genie represents and warrants as follows:

- (a) **Ownership of Pupil Records:** Any and all Pupil Records provided to Learning Genie, or to which Learning Genie has been granted access, are and shall remain the sole property of the School District or educational agency (collectively, "School District") that provided or granted access to such records.
- (b) **Pupil-Generated Content:** The Learning Genie System does not collect or store any Pupil-Generated content. In the event the System is updated to incorporate such a feature, Learning Genie shall amend this Statement to describe the means by which pupils may retain possession and control of pupil-generated content.
- (c) **Third Party Access and Use:** Learning Genie prohibits all third parties from accessing or utilizing any Pupil Record for any purpose other than those required by or permitted by the contract for Learning Genie's services.
- (d) **Parent and Pupil Review Procedures:** The System enables any Authorized User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in

Pupil Records, and to correct erroneous information, in accordance with procedures established by the School District.

- (d) Security and Confidentiality of Pupil Records: Learning Genie has designated a Security Compliance Officer (SCO), who is responsible for: (i) ensuring that Learning Genie servers are protected against unauthorized access to the greatest degree possible; (ii) limiting employee access to Pupil Records to whatever extent is required for them to perform their job functions; and (iii) training employees in data security procedures to further ensure compliance with company data security policies.
- (e) Unauthorized Disclosure: In the event any Pupil Records are inadvertently disclosed via outside data breach or for any other reason, the SCO shall notify the School District that owns such records immediately upon the discovery of such inadvertent disclosure. The School District may in turn utilize the System to notify affected parents, legal guardians, or eligible pupils via posts within the System, emails, or in such other manner as the School District deems appropriate.
- (f) Post-Contract Data Deletion: Learning Genie hereby certifies that, upon the termination of a service contract with a School District, it shall isolate and permanently delete any and all Pupil Records belonging to such School District that may remain on the System, unless the School District or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any Data Records, Learning Genie shall first ensure that the School District has downloaded backups of the same. Notwithstanding the foregoing, Learning Genie reserves the right to retain "de-identified" elements of Pupil Records that do not include personally identifiable information for the purpose of research and for enhancing the Service to the extent permitted by applicable law.
- (g) FERPA Compliance: Learning Genie offers School Districts utilizing the System the means to comply with their obligations under the Federal Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Authorized Users to inspect and review Pupil Records and to correct any inaccuracies therein as described in Section 4 of this Agreement.
- (h) Prohibition Against Targeted Advertising: Learning Genie strictly prohibits the use of any personally identifiable information included in a Pupil Record to direct targeted advertising for any product or service. In furtherance of this prohibition, Learning Genie does not sell, trade, or rent any element of personally identifiable information to any third party.

SB 1177 Compliance Statement: Pursuant to California SB 1177, as codified in Section 22584 of the California Business and Professions Code, Learning Genie represents and warrants as follows:

- (a) Security Procedures: Learning Genie has designated a Security Compliance Officer (SCO), whose responsibilities are set forth in Section 5(d) of this Agreement;
- (b) Authorized Deletion: Learning Genie will permanently delete any student information upon the request of an authorized school district or educator representative.

Further in compliance with SB1177, Learning Genie does not:

- (i) Use any element of personally identifiable information (PII) of any student for the purpose of directing targeted advertising on its website or application;
- (ii) Use any information (including persistent unique identifiers), created on or gathered by the Service, to amass a profile about a K-12 student except in furtherance of K-12 school purposes;

- (iii) Sell, trade, or rent any information relating to K-12 students to any third party for any purpose whatsoever; or
- (iv) Disclose any information created or gathered by the System unless such disclosure is authorized by the Code.

EXHIBIT B
FEES
[Per Invoice INV-186 Attached]



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **RATIFICATION OF MOU BETWEEN OCDE AND FVSD FOR MENTAL HEALTH STUDENT SERVICES ACT (MHSSA)**
DATE: December 7, 2020

Background:

The Mental Health Services Oversight & Accountability Commission administers the Senate Bill 82 Investment in Mental Health Wellness Act, which provides local assistance funds to expand mental health crisis services. The grant focuses on funding partnerships between educational and county mental health agencies with the goal of increasing access to mental health services in locations that are easily accessible to students and their families. The goal of the MHSSA Partnership is to utilize MHSSA grant funds for the provision of seven (7) Regional Mental Health Student Services Coordinators to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access ongoing sustained services. The obligations of OCDE under this MOU is contingent upon the availability of funds furnished by the State of California. OCDE shall provide District written notification of such termination. Agreement is effective for the period of September 1, 2020 through August 31, 2024.

Fiscal Impact:

No fiscal impact unless/until services are required.

Recommendation:

It is recommended that the Board of Trustees ratifies the MOU between Orange County Department of Education and Fountain Valley School District for the **Mental Health Student Services Act (MHSSA)** from September 1, 2020 through August 31, 2024.

**MEMORANDUM OF UNDERSTANDING
MENTAL HEALTH STUDENT SERVICES ACT (MHSSA) PARTNERSHIP
2020- 2024**

This Memorandum of Understanding (MOU) is hereby entered into on this 1st day of September, 2020, by and between the Orange County Superintendent of Schools, operating as the Orange County Department of Education (OCDE), 200 Kalmus Drive, Costa Mesa, California, 92626, hereinafter referred to as "OCDE" and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708; hereinafter, referred to as "District". OCDE and District shall be individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the Mental Health Services Oversight & Accountability Commission (MHSOAC) administers the Senate Bill 82 Investment in Mental Health Wellness Act which provides local assistance funds to expand mental health crisis services, the Mental Health Services Oversight & Accountability Commission (MHSOAC); and

WHEREAS, on December 12, 2019, a Request for Applications was released under the Mental Health Student Services Act (MHSSA) grant, focused on funding partnerships between educational and county mental health agencies with the goal of increasing access to mental health services in locations that are easily accessible to students and their families; and

WHEREAS, on February 25, 2020, the County of Orange (County) Orange County Board of Supervisors authorized the Orange County Health Care Agency (HCA) to apply for the MHSSA grant in partnership with OCDE, all 27 school districts in Orange County and alternate and charter schools and was notified of the MHSSA grant award on April 23, 2020; and

WHEREAS, County agreed to pay OCDE the full MHSSA grant amount to provide seven (7) regional Mental Health Student Services Coordinators and related services; and

WHEREAS, OCDE agreed to accept the full MHSSA grant amount from the County to provide seven regional Mental Health Student Services Coordinators with all 27 school districts in Orange County and identified alternate and charter school partners who will coordinate a variety of mental health services for students and families, focusing on creating a coordinated system of access and care.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this MOU shall commence on September 1, 2020, and end on August 31, 2024, subject to termination as set forth in Section 11 of this MOU. The Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, confidentiality, audit, reporting and accounting.

2. **Purpose.** The purpose of this MOU establish a formal working relationship between the Parties to this MOU and to set forth the operating conditions and responsibilities of the Parties that will govern the MHSSA Partnership.

3. **MHSSA Program Goals.** The goal of the MHSSA Partnership is to utilize MHSSA grant funds for the provision of Regional Mental Health Student Services Coordinators to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access ongoing sustained services. The MHSSA grant funds must be used to provide support services that address the following goals:

1. Preventing mental illnesses from becoming severe and disabling
2. Improving timely access to services for underserved populations
3. Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
4. Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
5. Reducing discrimination against people with mental illness
6. Preventing negative outcomes in the target population, resulting from untreated mental illness or delayed treatment, including, but not limited to:
 - i. Suicide and attempted suicide
 - ii. Incarceration
 - iii. School failure or dropout
 - iv. Unemployment
 - v. Prolonged suffering
 - vi. Homelessness
 - vii. Removal of children from their homes
 - viii. Involuntary mental health detentions

4. **OCDE Responsibilities.** OCDE, as the lead agency for the MHSSA grant, will work in partnership with the Orange County Health Care Agency to commit and provide the following services:

1. Coordinate the collaborative effort to plan and implement the Program, including coordinating communication and collaboration among MHSSA partners, including the behavioral health department, district and school partners, and community service providers.
2. Identify and train representatives from the behavioral health system and school districts who will function as members of mental health service care coordination teams.
3. Identify regional resources and serve as a “regional expert” of mental health services.
4. Facilitate collaboration between service providers and the District, and develop referral pathways.
5. Facilitate countywide and regional team meetings.

6. Establish and facilitate a community of practice, to provide a platform for sharing service models and lessons learned across districts and regions
7. Hire, train, and supervise Regional Mental Health Student Services Coordinator.
8. Provide an in-kind Evaluator to conduct an evaluation of the program, and to collaborate on progress reports.
9. Provide in-kind Administrator to supervise Regional Mental Health Student Services Coordinator, and to oversee all aspects of grant implementation, and program and fiscal reporting.
10. Collaborate with the District to gather and track data for reporting and evaluation purposes.
11. Coordinate an initial and annual needs assessment, and use results to guide collaborative planning to customize services for students, parents, and school staff.
12. Coordinate and/or provide outreach campaigns, education sessions, and/or training for students and parents/families on mental health issues, suicide prevention, trauma-informed care, stigma reduction, and related regional services available.
13. Provide professional development, training, and/or education sessions for educators and other school staff on topics related to mental health, including suicide prevention and response.
14. Collaborate with the District to develop protocols for suicide assessment and response for administrators, teachers, and clinicians, if they do not already have protocols in place.
15. Coordinate targeted outreach and linkage to services for students who are identified as high-risk based on chronic absenteeism, suspension/expulsion, and have difficulty accessing services.
16. Coordinate targeted outreach and improved access to services for high-risk student groups, including foster youth and students who identify as Lesbian, Gay, Bisexual, Transgender, and Questioning or Queer (LGBTQ).
17. Provide care coordination to facilitate access to mental health resources and trainings/education sessions for parents/families of high-risk students, including students struggling with chronic absenteeism, suspension/expulsion, and/or identified by other means, and having difficulty accessing services.
18. Coordinate and provide intensified outreach and linkage to services for students who are identified as being in crisis with urgent needs to serve as support to families in crisis.
19. Develop communication and referral protocols to facilitate more timely access to mental health services and resources.
20. Identify train-the-trainer opportunities for school mental health personnel to increase capacity to provide evidence-based approaches to identifying and addressing mental health issues among students.

5. District Responsibilities.

A. District has committed to participate in the MHSSA Program and agrees to provide the following services:

1. Adhere to all General Assurance and Certifications, and Program Assurances.

2. Provide an in-kind District Level Administrator or designee to meet regularly with the designated Regional Mental Health Student Services Coordinator to support and facilitate coordination of all MHSSA services. District Administrator or designee will participate in quarterly countywide and monthly regional MHSSA partner meetings.
3. Participate in quarterly countywide coordination meetings with OCDE, behavioral health department and community providers.
4. Participate in monthly Regional MHSSA team meetings.
5. Participate in project monitoring and evaluation activities, including gathering and providing de-identified data needed for grant-required evaluation and reporting purposes.
6. Maintain and share aggregate data related to the provision of targeted and intensified service implementation for individual students such as the number of needs assessments, referrals, linkages, and case management meetings, which may be kept in either hard copy file or in the student information system.
7. Maintain and share student level information for purposes of scare coordination and service implementation such as providing their designated Regional Mental Health Student Services Coordinator with an account to access local student information system, Cumulative files, and other relevant student data.
8. Make records for students served under MHSSA available to the County, Department of General Services, or the Bureau of State Audits or their designated representative, upon request or as a part of an audit. District agrees to maintain records for a minimum of three (3) years after the end of the grant period, unless a longer period of records retention is stipulated. District shall allow auditors access to such records during normal business hours and allow interviews of employees who might reasonably have information related to such records.

B. District further commits to collaborating with its designated Regional Mental Health Student Services Coordinator to implement the following services:

1. Participate in an initial and annual needs assessment in order to customize services for students, parents, district and school staff, which may include providing data from existing district surveys, completing surveys on behalf of the district, and/or administering surveys to district staff, parents/families, and students.
2. Promote and coordinate universal outreach campaigns, and access to training/professional development for students, parents/families, district and school staff on mental health issues, suicide prevention, trauma-informed care, stigma reduction, and related regional services available.
3. Provide targeted outreach and linkage to services for students who are identified as high-risk based on chronic absenteeism, suspension/expulsion, and have difficulty accessing services, as well as for high-risk student groups such as foster youth and those identifying as LGBTQ.
4. Provide intensified outreach and linkage to services for students who are identified as being in crisis with urgent needs to serve as support to families in crisis.

5. Develop or refine suicide assessment and response protocols for administrators, teachers, and clinicians.
6. Develop or refine communication and referral protocols to facilitate more timely access to mental health services and resources.

6. Funding.

A. The obligations of OCDE under this MOU is contingent upon the availability of funds furnished through funds furnished by the State of California. In the event that such funding is terminated or reduced, this MOU may be terminated and OCDE's fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the OCDE. OCDE shall provide District written notification of such termination. Notice shall be deemed given when received by the District or no later than three (3) days after the day of mailing, whichever is sooner.

7. Independent Contractor. In the performance of the obligations under this MOU, it is mutually understood that District is an independent contractor. Nothing in this MOU is intended nor shall be construed to create between OCDE and District an employer/employee relationship.

8. Reports.

A. District shall submit quarterly reports on District's progress in performing its' duties and deliverables to demonstrate they have been met and on track toward accomplishing MHSSA grant goals. Such reports shall be provided within fifteen (15) calendar days after the end of each quarter of the grant year, unless requested otherwise requested by OCDE.

B. Additional Reports: Upon OCDE's request, District shall make such additional reports available, as required by OCDE, concerning District's activities as they affect the services hereunder. OCDE shall be specific to the information requested and allow District fifteen (15) calendar days to respond.

C. District agrees that the Orange County Health Care Agency and the Orange County Department of Education shall have joint permanent ownership of all directly connected and derivative materials produced under this MOU by District. All documents, reports, and incidental or derivative work or materials furnished hereunder shall become and remain the sole property of Orange County Health Care Agency and the Orange County Department of Education which may be used by both county agencies as may be required without additional cost or consent. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by District without the express prior written consent of the Orange County Health Care Agency and the Orange County Department of Education.

9. Hold Harmless.

9.1 OCDE agrees to and does hereby indemnify, hold harmless, and defend District and its governing board, officers, agents, and employees from every claim or demand made and every liability, misuse of funds, loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of

property; any other loss, damage or expense resulting from or arising from or related to the services, or other performance provided under this MOU or its performance, to the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or willful act or omission of OCDE, including without limitation its employees, agents, or officers.

9.2 District agrees to and does hereby indemnify, hold harmless, and defend OCDE, its governing board, officers, agents, and employees from every claim or demand made and every liability, misuse of funds, loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of property; any other loss, damage or expense resulting from or arising from or related to the services or other performance provided under this MOU or its performance, to the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or willful act or omission of District, including without limitation its employees, agents, or officers.

10. Insurance. Each party shall maintain its own comprehensive insurance coverage to protect the Parties against liability or claims of liability, which may arise out of this MOU. Each Party will provide a copy of its certificates of insurance evidencing all coverages and endorsements upon written request of the other Party. District acknowledges and agrees that in the performance under this MOU, it shall require all of its contractors and subcontractors to carry adequate insurance to cover their potential exposure, including workers' compensation.

11. Termination. Either Party may terminate this MOU without penalty immediately with cause or after thirty (30) days prior written notice to the other party without cause. Notice shall be deemed given when received by the other Party or no later than three (3) days after the day of mailing, whichever is sooner.

12. Confidentiality. The Parties shall maintain confidentially of all records and information about persons pursuant to all applicable Federal and/or State codes and regulations including, without limitation, U.S. Privacy Act of 1974, the State of California Welfare and Institutions Sections Code 10850-10853, the CDSS Manual of Policies and Procedures, Division 19-000, and any other provisions of law, and regulations promulgated hereunder relating to privacy and confidentiality, as each may now or be hereafter amended.

13. Assignment. The obligations of the District pursuant to this Agreement shall not be assigned, in whole or in part without the prior written consent of OCDE.

14. Compliance with Applicable Laws. District agrees to comply with all federal, state and local laws, rules, regulations and ordinances of the United States, State of California, County of Orange, and other appropriate governmental agencies that are now or may in the future become applicable to District, District's services and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

15. Entire MOU/Amendment. This MOU and the exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or

agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the MOU.

16. Nondiscrimination. The Parties agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws.

17. Attorney Fees. In any action or proceeding to enforce or interpret any provision of this MOU, each Party shall bear its own attorney fees, costs, and expenses.

18. Non Waiver. The failure of District or OCDE to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this MOU by either Party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the Parties are as follows:

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

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

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

21. Headings. The headings contained in this MOU are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This MOU may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

23. Authorized Signatures. The individuals signing this MOU warrant that they are authorized to do so, and further, that they are authorized to make the promises in this MOU on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute

a breach of the MOU and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. 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 THEREOF, the Parties hereto have approved and executed this MOU, in the County of Orange, State of California.

Fountain Valley School District
By: Kathryn Christmas

Orange County Superintendent of Schools
By: Patricia McCaughey

Kathryn Christmas
Typed Name

Patricia McCaughey
Typed Name

Director, Support Services
Title

Administrator
Title

October 19, 2020
Date

October 15, 2020
Date

Fountain Valley School District-MHSSA-MOU(50817)24
Zip9



Fountain Valley School District
Support Services

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Christmas, Director, Support Services
SUBJECT: **TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT
M COMPETITIVE GRANT - AMMENDMENT**
DATE: December 7, 2020

Background:

The Orange County TUPE Consortium, led by the Orange County Department of Education, is a partnership of eleven school districts. Participating school districts are: OCDE ACCESS (Alternative Education Division), Buena Park School District, Fountain Valley School District, Garden Grove Unified School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, Santa Ana Unified School District, Tustin Unified School District and Westminster School District. The overarching goal of the project is to reduce youth tobacco use by helping young people make healthy tobacco-related decisions through tobacco-specific, research-validated educational instruction and activities that build knowledge as well as social skills and youth development assets. The funding will allow for the implementation of the program at Fulton, Masuda and Talbert Middle Schools.

Fiscal Impact:

Tobacco-Use Prevention Education (TUPE) grant provides funds for the cost of the program.

Recommendation:

It is recommended that the Board of Trustees approves this amendment of the September 7, 2017 Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for the extension of the program from July 1, 2017 through December 31, 2020.

AMENDMENT #2
FOUNTAIN VALLEY SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

The AGREEMENT entered into July 1, 2017, which date is enumerated for purposes of reference only, is by and between 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" , is hereby further amended as follows:

1.0 Section 1.0 TERM shall be amended to read as follows:

The term of this AGREEMENT shall commence on July 1, 2017 and terminate on December 31, 2020, 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 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: Kathryn Christmas
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: Kathryn Christmas

PRINTED NAME: Patricia McCaughey

TITLE: Director, Support Services

TITLE: Administrator

DATE: November 17, 2020

DATE: November 6, 2020

FVSD-TUPE Grant-Cohort M Competitive Grant-State Grant (44687)2017-2020Amend#2
ZIP6



Fountain Valley School District
Support Services

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Christmas, Director, Support Services
SUBJECT: **TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT
M COMPETITIVE GRANT**
DATE: December 7, 2020

Background:

The TUPE Consortium, led by the Orange County Department of Education, is a partnership of eleven (11) Orange County school districts. Participating school districts are: OCDE ACCESS (Alternative Education Division), Buena Park School District, Fountain Valley School District, Garden Grove Unified School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, Santa Ana Unified School District, Tustin Unified School District and Westminster School District, collectively serving 75,524 middle and high school students from one hundred seventeen (117) middle and high schools. The overarching goal of the project is to prevent students from beginning tobacco use and reduce the number of current tobacco by helping young people make healthy tobacco-related decisions through tobacco-specific, research-validated educational instruction and activities that build knowledge as well as social skills and youth development assets. The funding will allow for the implementation of the program at Fulton, Masuda and Talbert Middle Schools.

Fiscal Impact:

The Tobacco-Use Prevention Education (TUPE) grant will provide funding of \$77,055.00 to be used over a 3-year period for the successful promotion and implementation of tobacco prevention, intervention, cessation, youth development and other services to students.

Recommendation:

It is recommended that the Board of Trustees ratifies the Contract for Tobacco-Use Prevention Education (TUPE) Cohort M Grant for the use from July 1, 2020 through June 30, 2023.

FOUNTAIN VALLEY SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT M COMPETITIVE GRANT
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

This AGREEMENT, entered into this 1st day of July, 2020, which date is enumerated for purposes of reference only, is by and between 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".

WITNESSETH:

WHEREAS, SUPERINTENDENT has received grant funds from the California Department of Education, hereinafter referred to as "CDE", to serve as the lead of the Orange County Department of Education TUPE Consortium, which is a partnership of eleven (11) Orange County school districts, Orange County Department of Education ACCESS (Alternative Education Division), Buena Park School District, Fountain Valley School District, Garden Grove Unified School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, Santa Ana Unified School District, Tustin Unified School District, and Westminster School District, collectively serving 75,524 students from one hundred seventeen (117) middle and high schools throughout Orange County to prevent Orange County students from beginning tobacco use and reducing the number of current tobacco users; and WHEREAS,

1 SUPERINTENDENT will serve as the Fiscal Agent for the State funds
2 received under the Tobacco-Use Prevention Education (TUPE) Cohort M
3 Competitive grant program; and

4 WHEREAS, the Tobacco-Use Prevention Education (TUPE) Competitive
5 grant program requires that SUPERINTENDENT allocate a portion of the
6 grant funds to school districts to provide tobacco prevention
7 services; and

8 WHEREAS, DISTRICT is specially trained, experienced and competent
9 to perform the services required, and is agreeable to the rendering
10 of such services according to the terms and conditions hereinafter set
11 forth.

12 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

13 1.0 TERM. The term of this AGREEMENT shall commence on July 1, 2020
14 and terminate on June 30, 2023, subject to earlier termination as set
15 forth in this AGREEMENT, provided, however, DISTRICT shall be
16 obligated to perform such duties as would normally extend beyond this
17 term including, but not limited to, obligations with respect to
18 indemnification, audits, reporting, and accounting.

19 2.0 SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages
20 DISTRICT as an independent contractor to perform the following
21 described work and DISTRICT hereby agrees to perform said work upon
22 the terms and conditions hereinafter set forth. Specifically, DISTRICT
23 and DISTRICT'S participating schools shall perform the services and
24 activities described in Exhibit "A", which is attached hereto and
25 incorporated herein by this reference for the duration of this
AGREEMENT.

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3.0 COMPENSATION.

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of Seventy-seven thousand fifty-five dollars (\$77,055.00).

B. Payment shall be made for services and/or activities satisfactorily provided and approval of SUPERINTENDENT or his designee, and receipt of an itemized invoice from DISTRICT in duplicate. All billings to SUPERINTENDENT shall be supported at DISTRICT's facility, by source documentation including, but not limited to, ledgers, invoices, receipts, receiving records, and records of services provided.

4.0 PAYMENTS.

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services and activities hereunder; provided, however, the total of such payments does not exceed DISTRICT'S maximum obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall be on a form, "Tobacco-Use Prevention Education Invoice Form", which is attached hereto as Exhibit "B" and incorporated herein by this reference for the duration of this AGREEMENT, that has been approved or supplied by SUPERINTENDENT and provide such information as is required by SUPERINTENDENT. DISTRICT shall submit an original Tobacco-Use Prevention Education Invoice Form or itemized invoice before or no later than the following dates: October 10, 2020, January 10, 2021, April 10, 2021, July 10, 2021, October 10, 2021, January 10, 2022, April 10, 2022, July 10, 2022, October 10, 2022, January 10, 2023, April 10, 2023 and July 10,

1 2023. Payments to DISTRICT should be released by SUPERINTENDENT no
2 later than thirty (30) calendar days after receipt of the correctly
3 completed billing form.

4 C. All billings to SUPERINTENDENT shall be supported at
5 DISTRICT's facility, by source documentation including, but not
6 limited to, ledgers, invoices, receipts, receiving records, records
7 of services provided, and justifications of expenditures as they
8 relate to the program.

9 D. SUPERINTENDENT may withhold or delay any payment if DISTRICT
10 fails to comply with any provision set forth in this AGREEMENT.

11 E. DISTRICT shall not claim reimbursement for services provided
12 beyond the expiration and/or termination of this AGREEMENT, except as
13 may otherwise be provided under this AGREEMENT.

14 F. DISTRICT shall receive no compensation for the services
15 provided pursuant to this AGREEMENT other than the rate set forth
16 above.

17 G. The obligation of SUPERINTENDENT under this AGREEMENT is
18 contingent upon the availability of funds furnished by State of
19 California. In the event that such funding is terminated or reduced,
20 this AGREEMENT may be terminated. SUPERINTENDENT shall give DISTRICT
21 written notification of such termination. Notice shall be deemed
22 served on the date of mailing.

23 5.0 BUDGET.

24 A. SUPERINTENDENT shall pay DISTRICT in accordance with Section
25 4.0 of this AGREEMENT according to the following budget which is set
forth for informational purposes only and may be adjusted by mutual

1 agreement, in writing of SUPERINTENDENT and DISTRICT. DISTRICT must
2 obtain prior written approval from SUPERINTENDENT'S Program
3 Specialist, Tobacco-Use Prevention Education Program, for any budget
4 revisions where an adjustment of funds in a line item is different
5 from the originally approved budget. DISTRICT must submit budget
6 revisions on a "Budget Revision Request Form", which is attached hereto
7 as Exhibit "C" and a "Budget Revision Justification Form", Exhibit
8 "D", which are incorporated herein by this reference for the duration
9 of this AGREEMENT.

10 6.0 FINAL BILLINGS.

11 A. DISTRICT shall submit a final billing to SUPERINTENDENT for
12 the period ending June 30, 2021, no later than July 10, 2021. DISTRICT
13 shall submit a final billing to SUPERINTENDENT for the period ending
14 June 30, 2022, no later than July 10, 2022. DISTRICT shall submit a
15 final billing to SUPERINTENDENT for the period ending June 30, 2023,
16 no later than July 10, 2023. DISTRICT shall prepare the final billing
17 in accordance with requirements identified by SUPERINTENDENT. Such
18 report shall be prepared in accordance with all applicable federal,
19 state and county requirements and generally accepted accounting
20 principles. DISTRICT shall allocate direct and indirect costs to and
21 between programs, cost centers, services, and funding sources in
22 accordance with such requirements and consistent with prudent business
23 practice, which costs and allocations shall be supported by source
24 documentation maintained by DISTRICT, and available at any time to
25 SUPERINTENDENT upon reasonable notice.

1. If DISTRICT fails to submit an accurate and complete

1 billing within the time period specified above, SUPERINTENDENT may
2 withhold or delay any or all payments due DISTRICT.

3 B. The billings shall be the final financial and statistical
4 report submitted by DISTRICT to SUPERINTENDENT and shall serve as the
5 basis for final settlement to DISTRICT. DISTRICT shall document that
6 costs are reasonable and allowable and directly or indirectly related
7 to the services to be provided hereunder. The billing shall be the
8 final financial record for subsequent audits, if any.

9 C. DISTRICT may be required to submit periodic billing reports
10 throughout the term of the AGREEMENT.

11 D. Final settlement shall be based upon the actual and
12 reimbursable costs for services hereunder, less applicable revenues,
13 not to exceed DISTRICT'S maximum obligation as set forth in this
14 AGREEMENT. DISTRICT shall not claim expenditures to SUPERINTENDENT
15 which are not reimbursable pursuant to applicable Federal, State, and
16 County laws, regulations, and requirements. Any payment made by
17 SUPERINTENDENT to DISTRICT, which is subsequently determined to have
18 been for an unreimbursable expenditure or service, shall be repaid by
19 DISTRICT to SUPERINTENDENT within thirty (30) calendar days after
20 submission of the billing; or SUPERINTENDENT may elect to reduce any
21 amount owed DISTRICT by an amount not to exceed the reimbursement due
22 SUPERINTENDENT.

23 7.0 REPORTS.

24 A. DISTRICT shall be required to submit to SUPERINTENDENT
25 fiscal and/or programmatic reports, as required by SUPERINTENDENT.

B. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT

1 shall make such additional reports available, as required by
2 SUPERINTENDENT concerning DISTRICT'S activities as they affect the
3 services hereunder. SUPERINTENDENT shall be specific to the
4 information requested and allow thirty (30) calendar days for DISTRICT
5 to respond.

6 8.0 RECORDS MANAGEMENT AND MAINTENANCE.

7 A. DISTRICT shall, throughout the term of this AGREEMENT,
8 prepare, maintain and manage records appropriate to the services
9 provided and in accordance with this AGREEMENT and all applicable
10 requirements.

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

14 C. DISTRICT shall retain all financial records for a minimum
15 of five (5) years from the date of final payment or final settlement,
16 or until audit findings are resolved, or due to legal proceedings
17 such as litigations and/or settlement of claims whichever is longer.

18 D. DISTRICT shall make records pertaining to the costs of
19 services, participant fees, charges, billings, and revenues available
20 at one (1) location within the limits of the County of Orange.

21 E. If DISTRICT is unable to meet the record location criteria
22 above, SUPERINTENDENT may provide written approval to DISTRICT to
23 maintain records in a single location, identified by DISTRICT.

24 F. DISTRICT may be required to retain all records involving
25 litigation proceedings and settlement of claims for a longer term
which will be directed by the SUPERINTENDENT.

1 G. DISTRICT shall notify SUPERINTENDENT of any Public Record
2 Act (PRA) request within twenty-four (24) hours. DISTRICT shall
3 provide SUPERINTENDENT with all information that is requested by the
4 PRA request.

5 9.0 STATUS OF DISTRICT.

6 A. DISTRICT is, and shall at all times be deemed to be, an
7 independent contractor and shall be wholly responsible for the manner
8 in which it performs the services required of it by the terms of this
9 AGREEMENT.

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

12 C. DISTRICT is entirely responsible for compensating staff,
13 subcontractors, and consultants employed by DISTRICT. This AGREEMENT
14 shall not be construed as creating the relationship of employer and
15 employee, or principal and agent between SUPERINTENDENT and DISTRICT
16 or any of DISTRICT'S employees, agents, consultants, or
17 subcontractors. DISTRICT understands and agrees that he/she and all
18 his/her employees shall not be considered officers, employees or
19 agents of SUPERINTENDENT, and are not entitled to benefits of any kind
20 or nature normally provided employees of SUPERINTENDENT and/or to
21 which SUPERINTENDENT'S employees are normally entitled, including, but
22 not limited to, State Unemployment Insurance or Workers' Compensation.
23 DISTRICT shall assume full responsibility for payment of all federal,
24 state and local taxes or contributions, including unemployment
25 insurance, social security and income taxes with respect to DISTRICT'S
employees.

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

5 E. DISTRICT, its agents, employees, consultants, or
6 subcontractors, shall not be entitled to any rights or privileges of
7 SUPERINTENDENT'S employees and shall not be considered in any manner
8 to be SUPERINTENDENT'S employees.

9 10.0 INDEMNIFICATION.

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

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

11.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,

1 and require all of its subcontractors, if any, to take out prior to
2 commencing the services and maintain in full force and effect from the
3 commencement of services until expiration of this AGREEMENT a policy
4 or policies of insurance covering DISTRICT'S and its subcontractor's
5 services. DISTRICT shall furnish to SUPERINTENDENT certificates of
6 insurance evidencing all coverage's and endorsements required
7 hereunder. All insurance shall be with an insurance company admitted
8 by the Insurance Commissioner of the State of California to transact
9 such insurance in the State of California. Minimum coverages shall
10 be as follows:

11 A. Comprehensive General Liability Insurance in an amount not
12 less than One million dollars (\$1,000,000) per occurrence, combined
13 single limit;

14 B. Comprehensive Automobile liability insurance covering all
15 owned, non-owned and hired vehicles in an amount not less than One
16 million dollars (\$1,000,000) per occurrence;

17 C. Statutory Workers' Compensation Insurance;

18 D. An endorsement to said policy(ies) naming the Orange County
19 Superintendent of Schools, the Orange County Board of Education, and
20 its officers, agents and employees as an additional insured while
21 rendering services under this AGREEMENT;

22 E. A thirty (30) day written notice to SUPERINTENDENT of
23 cancellation or reduction in coverage;

24 F. If the DISTRICT is either partially or fully self-insured
25 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
writing and provide SUPERINTENDENT with a statement signed by an

1 authorized representative of DISTRICT stating that DISTRICT agrees to
2 hold harmless, defend, and indemnify the Orange County Superintendent
3 of Schools, the Orange County Board of Education, and their officers,
4 employees and agents as if the insurance requirements in the above
5 paragraphs are in full force and effect.

6 12.0 CONFIDENTIALITY.

7 A. DISTRICT shall agree to maintain the confidentiality of all
8 records, including billings and any audio and/or video recordings, in
9 accordance with all applicable Federal and State codes and
10 regulations, as they now exist or may hereafter be amended or changed.

11 B. Prior to providing any services pursuant to this AGREEMENT,
12 DISTRICT, its Board members, its designee or authorized agent,
13 employees, consultants, subcontractors, volunteers and interns shall
14 agree, in writing, with DISTRICT to maintain the confidentiality of
15 any and all information and records which may be obtained in the course
16 of providing such services. The agreement shall specify that it is
17 effective irrespective of all subsequent resignations or terminations
18 of DISTRICT, its Board members, its designee or authorized agent,
19 employees, consultants, subcontractors, volunteers and interns.

20 13.0 CONFLICT OF INTEREST.

21 A. DISTRICT, while providing services under this AGREEMENT,
22 shall not refer clients or accept client referrals to his or her
23 private practice or services.

24 B. The parties hereto acknowledge that DISTRICT may be
25 affiliated with one or more organizations or professional practices
located in Orange County. DISTRICT therefore warrants that he/she

1 shall not violate any applicable law, rule or regulation of any
2 governmental entity relating to conflict of interest. DISTRICT shall
3 not knowingly undertake any act which unjustifiably results in any
4 relative benefit to any organization or professional practice with
5 which he/she is affiliated as a direct or indirect result, whether
6 economic or otherwise in nature, of the performance of duties and
7 obligations required by this AGREEMENT, when compared to the result
8 such act has on any other organization or professional practice.

9 14.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it
10 shall fully comply with all federal and state statutes and regulations
11 regarding the employment of aliens and others and to ensure that
12 employees, sub-subcontractors and consultants performing work under
13 this AGREEMENT meet the citizenship or alien status requirement set
14 forth in federal statutes and regulations. SUBCONTRACTOR shall
15 obtain, from all employees, sub-subcontractors and consultants
16 performing work hereunder, all verification and other documentation
17 of employment eligibility status required by federal or state statutes
18 and regulations including, but not limited to, the Immigration Reform
19 and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
20 exist and as they may be hereafter amended. DISTRICT shall retain all
21 such documentation for all covered employees, sub-subcontractors and
22 consultants for the period prescribed by the law.

23 15.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its
24 obligations hereunder, either in whole or in part, without the prior
25 written consent of SUPERINTENDENT.

16.0 INSPECTIONS AND AUDITS.

1 A. SUPERINTENDENT and any authorized representative of the
2 State of California or any other of their authorized representatives,
3 shall have access to any books, documents, and records, including but
4 not limited to, medical and client records of DISTRICT that are
5 directly pertinent to this AGREEMENT, for the purpose of responding
6 to a beneficiary complaint or conducting an audit, review, evaluation,
7 or examination, or making transcripts during the periods of retention
8 set forth in the Records Management and Maintenance paragraph of this
9 AGREEMENT. Such persons may at all reasonable times inspect or
10 otherwise evaluate the services provided pursuant to this AGREEMENT,
11 and the premises in which they are provided.

12 B. DISTRICT shall actively participate and cooperate with any
13 person specified in subparagraph A above in any evaluation or
14 monitoring of the services provided pursuant to this AGREEMENT and
15 shall provide the above-mentioned persons adequate office space to
16 conduct such evaluation or monitoring.

17 C. AUDIT RESPONSE

18 1. Following an audit report, in the event of non-compliance
19 with applicable laws and regulations governing funds provided through
20 this AGREEMENT, SUPERINTENDENT may terminate this AGREEMENT as
21 provided for in the Termination paragraph or direct DISTRICT to
22 immediately implement appropriate corrective action. A plan of
23 corrective action shall be submitted to SUPERINTENDENT and
24 SUPERINTENDENT'S designated Project Manager in writing within thirty
25 (30) calendar days after receiving notice from SUPERINTENDENT.

1 2. If the audit reveals that money is payable from one party
2 to the other, that is, reimbursement by DISTRICT to SUPERINTENDENT,
3 or payment of sums due from SUPERINTENDENT to DISTRICT, said funds
4 shall be due and payable from one party to the other within sixty
5 (60) calendar days of receipt of the audit results. If reimbursement
6 is due from DISTRICT to SUPERINTENDENT, and such reimbursement is not
7 received within said sixty (60) calendar days, SUPERINTENDENT may, in
8 addition to any other remedies provided by law, reduce any amount
9 owed DISTRICT by an amount not to exceed the reimbursement due
10 SUPERINTENDENT.

11 D. DISTRICT shall forward to SUPERINTENDENT a copy of any audit
12 report within fourteen (14) calendar days of receipt. Such audit
13 shall include, but not be limited to, management, financial,
14 programmatic or any other type of audit of DISTRICT's operations,
15 whether or not the cost of such operation or audit is reimbursed in
16 whole or in part through this AGREEMENT.

17 17.0 LICENSES AND LAW.

18 A. DISTRICT shall, throughout the term of this AGREEMENT,
19 maintain all necessary licenses, permits, approvals, certificates,
20 waivers, and exemptions necessary for the provision of the services
21 hereunder and required by the laws and regulations of the United
22 States, State of California, COUNTY, and any other applicable
23 governmental agencies. DISTRICT shall notify SUPERINTENDENT
24 immediately and in writing of its inability to obtain or maintain,
25 irrespective of the pendency of an appeal, permits, licenses,
approvals, certificates, waivers, and exemptions. Said inability

1 shall be cause for termination of this AGREEMENT.

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

5 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

6 1. DISTRICT agrees to furnish to SUPERINTENDENT within
7 thirty (30) calendar days of the award of this AGREEMENT:

8 a. In the case of an individual contractor, his/her name,
9 date of birth, social security number, and residence address;

10 b. In the case of a contractor doing business in a form
11 other than as an individual, the name, date of birth, social security
12 number, and residence address of each individual who owns an interest
13 of ten percent (10%) or more in the contracting entity;

14 c. A certification that DISTRICT has fully complied with
15 all applicable federal and state reporting requirements regarding its
16 employees;

17 d. A certification that DISTRICT has fully complied with
18 all lawfully served Wage and Earnings Assignment Orders and Notices
19 of Assignment, and will continue to so comply.

20 2. Failure of DISTRICT to timely submit the data and/or
21 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.
22 above, or to comply with all federal and state employee reporting
23 requirements for child support enforcement, or to comply with all
24 lawfully served Wage and Earnings Assignment Orders and Notices of
25 Assignment, shall constitute a material breach of this AGREEMENT; and
failure to cure such breach within sixty (60) calendar days of notice

1 from SUPERINTENDENT shall constitute grounds for termination of this
2 AGREEMENT.

3 3. It is expressly understood that this data will be
4 transmitted to governmental agencies charged with the establishment
5 and enforcement of child support orders, or as permitted by federal
6 and/or state statute.

7 18.0 NONDISCRIMINATION.

8 A. EMPLOYMENT

9 1. During the performance of this AGREEMENT, DISTRICT shall
10 not unlawfully discriminate against any employee or applicant for
11 employment because of his/her ethnic group identification, race,
12 religion, ancestry, color, creed, sex, marital status, national
13 origin, age (40 and over), sexual orientation, medical condition, or
14 physical or mental disability. DISTRICT shall warrant that the
15 evaluation and treatment of employees and applicants for employment
16 are free from discrimination in the areas of employment, promotion,
17 demotion or transfer; recruitment or recruitment advertising; layoff
18 or termination; rate of pay or other forms of compensation; and
19 selection for training, including apprenticeship. There shall be
20 posted in conspicuous places, available to employees and applicants
21 for employment, notices from SUPERINTENDENT and/or the United States
22 Equal Employment Opportunity Commission setting forth the provisions
23 of the Equal Opportunity clause.

24 2. All solicitations or advertisements for employees placed
25 by or on behalf of DISTRICT shall state that all qualified applicants
will receive consideration for employment without regard to ethnic

1 group identification, race, religion, ancestry, color, creed, sex,
2 marital status, national origin, age (40 and over), sexual
3 orientation, medical condition, or physical or mental disability.
4 Such requirement shall be deemed fulfilled by use of the phrase "an
5 equal opportunity employer."

6 3. Each labor union or representative of workers with which
7 DISTRICT has a collective bargaining agreement or other contract or
8 understanding must post a notice advising the labor union or workers'
9 representative of the commitments under this Nondiscrimination
10 paragraph and shall post copies of the notice in conspicuous places
11 available to employees and applicants for employment.

12 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not
13 discriminate in the provision of services, the allocation of benefits,
14 or in the accommodation in facilities on the basis of ethnic group
15 identification, race, religion, ancestry, color, creed, sex, marital
16 status, national origin, age (40 and over), sexual orientation,
17 medical condition, or physical or mental disability in accordance
18 with Title IX of the Education Amendments of 1972; Title VI of the
19 Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination
20 Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6,
21 Article 1 (§10800, et seq.) of the California Code of Regulations,
22 and all other pertinent rules and regulations promulgated pursuant
23 thereto, and as otherwise provided by state law and regulations, as
24 all may now exist or be hereafter amended or changed.

25 1. For the purpose of this subparagraph B., "discrimination"
includes, but is not limited to the following based on one or more of

the factors identified above:

1
2 a. Denying a client or potential client any service,
benefit, or accommodation.

3
4 b. Providing any service or benefit to a client which is
5 different or is provided in a different manner or at a different time
6 from that provided to other clients.

7
8 c. Restricting a client in any way in the enjoyment of
any advantage or privilege enjoyed by others receiving any service or
9 benefit.

10
11 d. Treating a client differently from others in
12 satisfying any admission requirement or condition, or eligibility
13 requirement or condition, which individuals must meet in order to be
14 provided any service or benefit.

15
16 e. Assignment of times or places for the provision of
17 services.

18
19 2. Complaint Process - DISTRICT shall establish procedures
20 for advising all clients through a written statement that DISTRICT'S
21 clients may file all complaints alleging discrimination in the
22 delivery of services with DISTRICT and SUPERINTENDENT. DISTRICT'S
23 statement shall advise clients of the following:

24
25 a. Whenever possible, problems shall be resolved
informally and at the point of service. DISTRICT shall establish an
internal informal problem resolution process for clients not able to
resolve such problems at the point of service. Clients may initiate
a grievance or complaint directly with DISTRICT either orally or in
writing.

1 1) DISTRICT shall establish a formal resolution and
2 grievance process in the event informal processes do not yield a
3 resolution.

4 2) Throughout the problem resolution and grievance
5 process, client rights shall be maintained at any point in the
6 process.

7 C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with
8 the provisions of Section 504 of the Rehabilitation Act of 1973 (29
9 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the
10 Americans with Disabilities Act of 1990
11 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of
12 discrimination against qualified persons with disabilities in all
13 programs or activities, as they exist now or may be hereafter amended
14 together with succeeding legislation.

15 D. RETALIATION - Neither DISTRICT, nor its employees or agents
16 shall intimidate, coerce or take adverse action against any person
17 for the purpose of interfering with rights secured by federal or state
18 laws, or because such person has filed a complaint, certified,
19 assisted or otherwise participated in an investigation, proceeding,
20 hearing or any other activity undertaken to enforce rights secured by
21 federal or state law.

22 E. In the event of non-compliance with this paragraph or as
23 otherwise provided by federal and state law, this AGREEMENT may be
24 canceled, terminated or suspended in whole or in part and DISTRICT
25 may be declared ineligible for further contracts involving federal,
state or county funds.

1 19.0 NOTICES. All notices, claims, correspondence, reports, and/or
2 statements authorized or required by this AGREEMENT shall be addressed
3 as follows:

4 SUPERINTENDENT: Orange County Superintendent of Schools
5 200 Kalmus Drive
6 P.O. Box 9050
7 Costa Mesa, California 92628-9050
8 Attn: Patricia McCaughey

9 DISTRICT: Fountain Valley School District
10 10055 Slater Avenue
11 Fountain Valley, California 92708
12 Attn: _____

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

20 21.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
21 must meet the approval of SUPERINTENDENT and shall be subject to
22 SUPERINTENDENT'S general right of inspection to secure the satisfactory
23 completion thereof. DISTRICT agrees to comply with all federal, state
24 and local laws, rules, regulations and ordinances that are now or may
25 in the future become applicable to DISTRICT, DISTRICT's business,
equipment and personnel engaged in operations covered by this AGREEMENT
or occurring out of the performance of such operations.

22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
redress for violation of, or to insist upon, the strict performance of
any term or condition of this AGREEMENT shall not be deemed a waiver

1 by that party of such term or condition, or prevent a subsequent similar
2 act from again constituting a violation of such term or condition.

3 23.0 TERMINATION.

4 A. Either party may terminate this AGREEMENT, without cause,
5 upon thirty (30) calendar days' written notice (Notice of Termination)
6 given the other party.

7 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT
8 may terminate this AGREEMENT upon five (5) calendar days written
9 notice if DISTRICT fails to perform any of the terms of this AGREEMENT.
10 At SUPERINTENDENT'S sole discretion, DISTRICT may be allowed up to
11 thirty (30) calendar days for corrective action.

12 C. SUPERINTENDENT may terminate this AGREEMENT immediately,
13 upon written notice, on the occurrence of any of the following events:

14 1. The loss by DISTRICT of legal capacity.

15 2. Cessation of services.

16 3. The delegation or assignment of DISTRICT'S services,
17 operation or administration to another entity without the prior
18 written consent of SUPERINTENDENT.

19 4. In the event DISTRICT should fail to perform the covenants
20 contained in this AGREEMENT in the time and manner specified,
21 SUPERINTENDENT may immediately terminate this AGREEMENT and is not
22 obligated to pay any amounts billed for services by DISTRICT to
23 SUPERINTENDENT that have not been performed in the time and manner
24 specified.

25 D. After receipt of the Notice of Termination, DISTRICT shall
cancel all outstanding commitments covering the procurement of

materials, supplies, equipment, and miscellaneous items.

1
2 24.0 SEVERABILITY. If any term, condition or provision of this
3 AGREEMENT or application thereof to any person or circumstances is held
4 by a court of competent jurisdiction to be invalid, void, or
5 unenforceable, or if any provision of this AGREEMENT contravenes any
6 federal, state or county statute, ordinance, or regulation, the
7 remaining provisions of this AGREEMENT or application thereof will
8 nevertheless continue in full force and effect, and shall not be
9 affected, impaired or invalidated in any way.

10 25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits
11 attached hereto and incorporated herein by reference, fully expresses
12 all understanding of SUPERINTENDENT and DISTRICT with respect to the
13 subject matter of this AGREEMENT, and shall constitute the total
14 AGREEMENT between the parties for these purposes. No addition to, or
15 alteration of, the terms of this AGREEMENT, whether written or verbal,
16 shall be valid unless made in writing and formally executed and
17 approved by SUPERINTENDENT and DISTRICT.

18 26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
19 be governed by the laws of the State of California with venue in Orange
20 County, California.

21
22 [THIS AREA INTENTIONALLY LEFT BLANK.]
23
24
25

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

3 DISTRICT: FOUNTAIN VALLEY
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: Kathryn Christmas
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

6 PRINTED NAME: Kathryn Christmas

PRINTED NAME: Patricia McCaughey

7 TITLE: Director, Support Services

TITLE: Administrator

8 DATE: November 17, 2020

DATE: October 7, 2020

9
10
11 Fountain Valley SD(50771)-TUPE Cohort M Competitive Grant-State Grant(2020-2023)
12 ZIP4

**TOBACCO-USE PREVENTION EDUCATION (TUPE)
2020-2023 ORANGE COUNTY CONSORTIUM
Scope of Work**

Orange County TUPE Consortium Districts include: Orange County Department of Education (OCDE) Alternative, Community, and Correctional Education Schools and Services (ACCESS), Buena Park School District (BPSD); Fountain Valley School District (FVSD); Garden Grove Unified School District (GGUSD); Huntington Beach City School District (HBCSD); Laguna Beach Unified School District (LBUSD); Ocean View School District (OVSD); Saddleback Valley Unified School District (SVUSD); Santa Ana Unified School District (SAUSD); Tustin Unified School District (TUSD); and Westminster School District (WSD)

Scope of Work Responsibilities:

- A. OCDE, as the lead agency for the Orange County TUPE Consortium, will commit the following:
- Assume fiscal responsibility for the Orange County TUPE Consortium
 - Oversee project evaluation and completion of evaluation, program and fiscal reports
 - Provide a TUPE Coordinator to oversee project implementation in Consortium districts
 - Work with TUPE Administrators and TUPE Advisors to implement the project at school sites
 - Coordinate the collaborative effort to plan and implement the project
 - Provide technical assistance and coordinate interagency partnerships and staff professional development
 - Connect district and schools with services for students, parents, and staff, including additional OCDE programs, community partner services, and other prevention supports
- B. All participating school districts will commit the following:
- Adhere to all General Assurances and Certifications, and TUPE Program Assurances
 - Maintain and enforce the district's tobacco-free policy
 - Implement an evidence-informed prevention curriculum for students in grades 6-12
 - Implement intervention and cessation programs
 - Implement youth development/engagement strategies
 - Implement family and community engagement strategies
 - Implement strategies to meet the needs of our district's identified priority youth
 - Provide TUPE required services to pregnant minors and minor parents
 - Participate in interagency partnerships
 - Participate in staff professional development and technical assistance

- Provide an in-kind TUPE Administrator to support the implementation at all schools
- Provide a School Site TUPE Advisor to oversee project activities and participate in quarterly Orange County TUPE Consortium meetings
- Participate in project monitoring, reporting, and evaluation activities

****Use when invoicing 2020-2023 Prop 56 monies****

Exhibit "B"



**Tobacco-Use Prevention Education
INVOICE**
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

DISTRICT	ADDRESS	INVOICE NO.	INVOICE DATE	
Name of Person Completing Form:		E-MAIL	PHONE	
Billing period: <input type="checkbox"/> July 1 - Sept 30 <input type="checkbox"/> Oct 1 - Dec 31 <input type="checkbox"/> Jan 1 - Mar 31 <input type="checkbox"/> April 1 - June 30				
Expenditure Codes	Budget	Current Expenditure	Expenditures to Date	Balance
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 (other than travel)				0.00
5200 Travel & Conference				0.00
6000 Equipment				0.00
7000 Indirect Costs				0.00
TOTAL	0.00	0.00	0.00	0.00
Reimbursement Now Claimed:		0.00		
<p>Please remit copies of all invoices, PO's, check copies, copies of ledgers, and PAID receipts with original budget and invoice by the following dates: Oct. 10, 2020, Jan.10, 2021, April 10, 2021, July 10, 2021.</p> <p>**Please set up your accounts using Resource 9010 with Revenue Object 8677</p> <p>I certify that the expenditures reported above have been made and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines; and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.</p>				
Signature - Coordinator		Phone	Date	
Signature - Fiscal Services		Phone	Date	
<p>Please return to: Yanet Moreno Orange County Department of Education P.O. Box 9050, Costa Mesa, CA 92628-9050 email:ymoreno@ocde.us For questions call (714) 966-4075</p>				

BUDGET REVISION REQUEST

Exhibit "C"

Tobacco-Use Prevention Education (TUPE) Grant for Grades 6-12, Cohort M
Grant Term: July 1, 2020 through June 30, 2023

District Name		Budget Revision Date		
BUDGET REVISION SUMMARY				
Object Code	Budget Item	Current Approved Budget	Proposed Changes	Proposed New Budget
1000	Certificated Salaries			\$0.00
2000	Classified Salaries			\$0.00
3000	Employee Benefits			\$0.00
4000	Books and Other Reference Materials			\$0.00
5000	Services and Other Operating Expenditures			\$0.00
5200	Travel & Conference			\$0.00
6000	Equipment			
TOTAL DIRECT COSTS		\$0.00	\$0.00	\$0.00
7000	Indirect Cost by Fiscal Year			
FY	Actual Indirect Costs @			\$0.00
TOTAL SUBCONTRACT AMOUNT		\$0.00	\$0.00	
Name of Person Completing this Form		Title:	Email Address:	Telephone Number:

Please return to:

Yanet Moreno
Orange County Department of Education
P.O. Box 9050, Costa Mesa,
CA, 92628-9050
email: ymoreno@ocde.us
fax-(714) 668-7938

For questions call (714) 966-4075

Exhibit "D"

Tobacco-Use Prevention Education Program
Tier 2/Grades Six through Twelve
Grant Term: July 1, 2020 through June 30, 2023
Budget Revision Justification

Revision Date:	
District name	
Name of Person Completing this Form	

A fiscal and program explanation must be provided with sufficient detail to justify revising the original grant budget. Describe why this revision is necessary and how this revision will impact the district's ability to execute the program strategies approved in the application.

Object Code	Budget Item	Proposed	JUSTIFICATION
		<i>This column is linked to the Budget Revision Report.</i>	
1000	Certificated Personnel Salaries	\$ -	
2000	Classified Personnel Salaries	\$ -	
3000	Employee Benefits	\$ -	
4000	Books and other Reference Materials	\$ -	
5000	Services and Other Operating Expenditures	\$ -	
5200	Travel and Conferences	\$ -	
6000	Equipment	\$ -	
7000	Indirect Cost	\$ -	

Please return to:
 Yanet Moreno
 Orange County Department of Education
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 email: ymoreno@ocde.us
 fax (714) 668-7938
 For questions call (714) 966-4075

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 24, 2020

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

Board Meeting Date: December 10, 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
	Secure Transportation Company, Inc. W21149	\$12,720.00	November 18, 2020 to June 30, 2021
	Secure Transportation Company, Inc. W21150	\$15,450.00	December 1, 2020 to June 30, 2021

Approved by the FVSD Board of Trustees
December 10, 2020

Dr. Mark Johnson
Superintendent

Date:

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

The WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION, hereinafter referred to as WOCCE, 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 November 18, 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 WOCCE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, SEISID _____, DOB _____, residing within the Fountain Valley School District to 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 11/18/20 - 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 WOCCESE may authorize in writing) after receipt of notice from WOCCESE 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 WOCCESE 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 18th day of November 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: _____

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 WOCCE, 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 December 1, 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 WOCCE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, SEISID _____, DOB _____ residing within the Fountain Valley School District to Anderson Elementary School, located within the Westminster School District, at a round-trip daily rate of \$150.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$75.00 for students requiring wheelchair transportation. Transportation schedule to be daily round-trip transport to and from school Tuesday through Friday beginning 12/01/20 - 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 WOCCESE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCESE/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 WOCCESE 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 WOCCESE with respect to those same claims and liabilities as to which the Contractor holds WOCCESE 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 WOCCESE 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. WOCCESE 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 1st day of December 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: _____