



Fountain Valley School District

BOARD OF TRUSTEES
ANNUAL ORGANIZATIONAL MEETING

A G E N D A

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

December 17, 2020

Meeting Link: https://us02web.zoom.us/webinar/register/WN_8u-IcTjWR-KtjzuAflGeA

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

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE

OATH OF OFFICE

1. OATH OF OFFICE: JEANNE GALINDO AND STEVE SCHULTZ

The Oath of Office shall be given to board members, Jeanne Galindo and Steve Schultz. Elected to the Board of Trustees in the November 2020 election, Mrs. Galindo and Mr. Schultz will begin serving four-year terms, through November 2024.

SPECIAL PRESENTATIONS

2. RECOGNITION OF OUTGOING PRESIDENT JEANNE GALINDO

The Board of Trustees would like to recognize and thank outgoing Board President Jeanne Galindo for her leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2020 in the Fountain Valley School District under her leadership.

- RECESS

STAFF REPORTS AND PRESENTATIONS

3. PRESENTATION UPDATE OF MATERIALS ADOPTION PROCESS AND NEXT STEPS

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.

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide an additional 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. Additionally, Dr. McLaughlin will also present information on contract extensions for TK-5th and 6th-8th grade math materials. The presentation will include a review of the community input process, and terms of each vendor’s contract proposals.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

In order to address the Board of Trustees, please email your comments to luccheser@fvsd.us by 2:00PM on Thursday, December 17th. 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

- 4. **ELECTION OF BOARD PRESIDENT FOR 2021** M _____
2nd _____
V _____

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2021.

- 5. **ELECTION OF PRESIDENT PRO TEM FOR 2021** M _____
2nd _____
V _____

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2021.

- 6. **ELECTION OF BOARD CLERK FOR 2021** M _____

2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2021.

7. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES

M ___
 2nd ___
 V ___

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

Superintendent's Recommendation: It is recommended that the Board of Trustees opens for discussion and reaches consensus on board representation on County Councils and District Committees.

8. SELECTION OF BOARD MEETING DATES FOR 2021

M ___
 2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2021.

9. APPROVAL OF AMPLIFY SCIENCE TEXTBOOK ADOPTION FOR FVSD MIDDLE SCHOOLS

M ___
 2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves for adoption the 6th – 8th grade science materials in alignment with newly adopted Next Generation Science Standards.

10. APPROVAL OF MCGRAW HILL CA IMPACT TEXTBOOK ADOPTION FOR FVSD MIDDLE SCHOOLS

M ___
 2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves for adoption the 6th – 8th grade history/social studies materials in alignment with the California State Standards.

11. APPROVAL OF DISCOVERY SCIENCE TEXTBOOK ADOPTION FOR FVSD ELEMENTARY SCHOOLS

M ___
 2nd ___
 V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves for adoption the TK-5th grade science materials in alignment with newly adopted Next Generation Science Standards.

12. ADOPTION OF RESOLUTION 2020-13 – AUTHORIZATION TO APPLY FOR AND SECURE GRANT FUNDING FROM THE SOUTH

M ___
 2nd ___
 V ___

COAST AIR QUALITY MANAGEMENT DISTRICT FOR THE PURPOSE OF BUS REPLACEMENT

Superintendent's Recommendation: It is respectfully recommended that the Board of Trustees adopts Resolution 2020-13 authorizing the District to apply for and secure grant funding from the SCAQMD PA2021-02 Lower-Emission School Bus Program for the replacement of a pre-2001 model year school bus, committing \$9,999.46 in advance, and authorizing the Superintendent or designee to sign all required documents.

13. 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

- 13-A. Board Meeting Minutes from December 10th special meeting
- 13-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-C. Donations

Consent Items

13-D. DISPOSAL OF OBSOLETE BOOKS

Superintendent's Comments: Approval/ratification is recommended to declare the TK-5 Scott Foresman California Science, 6-8 Prentice Hall California Science/California Science Explorer, 6-8 Holt, Rinehart and Winston California Social Studies books unusable and obsolete by the Fountain Valley School District.

13-E. APPROVAL OF A THREE-YEAR EXTENSION OF THE MCGRAW-HILL EDUCATION CA MATH TEXTBOOK ADOPTION FOR FVSD MIDDLE SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the three-year extension of the McGraw-Hill Education CA Math textbook adoption to continue providing textbook materials for the District's three middle schools.

13-F. APPROVAL OF A THREE-YEAR EXTENSION OF THE HOUGHTON MIFFLIN HARCOURT MATH EXPRESSIONS TEXTBOOK ADOPTION FOR FVSD ELEMENTARY SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the three-year extension of the Houghton Mifflin Harcourt, Math Expressions adoption to continue providing print and online materials for all seven elementary schools.

13-G. BIENNIAL REVIEW/UPDATED CONFLICT OF INTEREST CODE

Superintendent's Comments: It is recommended that the Board of Trustees authorizes submission of a revised Conflict of Interest Code to the Orange County Board of Supervisors, and that the Board of Trustees approves the revised Conflict of Interest Code in its 2020 biennial review of said Code.

13-H. 2019-20 5-YEAR CAPITAL FACILITIES FUND / DEVELOPER FEES REPORT

Superintendent's Comments: It is recommended that the Board of Trustees accept the 5-year report on the use of the Capital Facilities Fund income and expenditures.

13-I. MEMORANDUM OF UNDERSTANDING WITH ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) TEACHER INDUCTION PROGRAM 2020-21 SCHOOL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between OCDE and FVSD for the Teacher Induction Program.

13-J. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2020-2021-G

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement 2020-2021-G.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- **CLOSED SESSION**

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*
- REPORT OUT OF CLOSED SESSION
The Board President will report out on action taken, if any.
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, January 14, 2021 at 6:30PM (pending Board approval this evening).

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.

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Steve Schultz, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 17th day of December 2020.

Signature of Official Administering Oath

Mark Johnson, Ed.D., Superintendent

Printed Name and Title of Person Administering Oath

Board meeting of December 17, 2020



SO: 2020-21/B21-14
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF OUTGOING PRESIDENT JEANNE GALINDO**
DATE: December 17, 2020

Background:

The Board of Trustees would like to recognize and thank outgoing Board President Jeanne Galindo for her leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2020 in the Fountain Valley School District under her leadership.

Board meeting of December 17, 2020



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

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PRESENTATION UPDATE OF MATERIALS ADOPTION
PROCESS AND NEXT STEPS**
DATE: December 17, 2020

Background:

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, will provide an additional 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. Additionally, Dr. McLaughlin will also present information on contract extensions for TK-5th and 6th-8th grade math materials. The presentation will include a review of the community input process, and terms of each vendor's contract proposals.



SO 2020-21
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board President for 2021**
DATE: December 14, 2020

Background:

The provisions of the Education Code require the governing board of each school district to hold an annual organizational meeting within a prescribed 15-day period. At the board meeting of November 12, 2020, the Board of Trustees took action to select Thursday, December 17, 2020 at 6:30 pm as the date and time of the annual meeting.

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2021.

Board members shall make a motion, a second, and vote for a Board President.

Recommendation:

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2021.



SO 2020-21
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board President Pro Tem for 2021**
DATE: December 14, 2020

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2021. Board members shall make a motion, a second, and vote for a Board President Pro Tem.

Recommendation

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2021.



SO 2020-21
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board Clerk for 2021**
DATE: December 14, 2020

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2021. Board members shall make a motion, a second, and vote for a Board Clerk.

Recommendation

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2021.



SO 2020-21
 Fountain Valley School District
 Superintendent's Office

MEMORANDUM

TO: Board of Trustees
 FROM: Mark Johnson, Superintendent
 SUBJECT: **Selection of Representatives to County Committees and Councils and District Committees**
 DATE: December 14, 2020

Background

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

1. Nominating Committee/County Committee on School District Organization <i>Representative: Jim Cunneen</i> <i>Alternate: Lisa Schultz</i>	5. District Audit Committee <i>Representative: Jim Cunneen</i> <i>Alternate: Lisa Schultz</i>
2. Health and Wellness Committee <i>Representative: Jeanne Galindo</i> <i>Alternate: Ian Collins</i>	6. Superintendent Parent Council (SPC) <i>Representative: Jeanne Galindo</i> <i>Representative: Ian Collins</i>
3. HB Schools Committee <i>Representative: Jeanne Galindo</i> <i>Representative: Ian Collins</i>	7. Fountain Valley Schools Foundation <i>Representative: Sandra Crandall</i> <i>Representative: Ian Collins</i>
4. Representative to the Safe Schools Task Force (SSTF) <i>Representative: Sandra Crandall</i> <i>Representative: Ian Collins</i>	

Recommendation:

It is recommended that the Board of Trustees opens for discussion and reaches consensus on board representation on County Councils and District Committees.



SO 2020-21/B21-10
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Selection of Board Meeting Dates for 2021**
DATE: December 14, 2020

Background

The Board of Trustees shall reach consensus on board meeting dates for the upcoming year. A proposed calendar of board dates is listed below. Meeting dates are on Thursdays, unless noted.

January 14
February 11
March 11
April 15
May 20
June 10
June 24
August 5
September 2
October 7
November 18
December 9 (Special Meeting Hold)
December 16 (Annual Organizational Meeting)

Recommendation

It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2021.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF AMPLIFY SCIENCE TEXTBOOK ADOPTION
FOR FVSD MIDDLE SCHOOLS**
DATE: December 17, 2020

Background:

As outlined in Board Policy and Administrative Regulation 6161.1(a), *Selection and Evaluation of Instructional Materials*, the process of selecting new materials to support district-wide curriculum and instruction is critical to ensuring all students have access to rigorous and differentiated curriculum.

As a result of legislative action in November 2018, the State Board of Education (SBE) approved a list of Science materials based upon the State's frameworks, related criteria, and the Next Generation Science Standards (NGSS).

In January 2019, volunteer lead science teachers from all middle schools attended a curriculum showcase of all State approved curriculum put on by the Orange County Department of Education (OCDE) in order to preview and begin the process of narrowing down the potential pilot program options. Following the curriculum showcase the committee attended a series of trainings facilitated by OCDE science curriculum coordinators on the *Tool for Instructional Materials Evaluation (TIME)*, which is a State approved curriculum evaluation tool.

As the result of the TIME trainings, the select committee utilized FVSD Board Policy and Administrative Regulation 6161.1(a), and outcomes from the TIME process to create a districtwide "lens" for which to select and evaluate two potential curriculum pilots in the following areas:

1. Relevant and Authentic Learning Contexts
2. Use of Phenomena/Problems
3. Presence of Logical Sequence
4. Student Centered Curriculum
5. 3-Dimensional Performances
6. Assessments

7. Ease of Use/Navigation
8. Hands-on/Inquiry-Based
9. Critical Thinking, Collaboration, Creativity, and Communication
10. Understanding of Concepts with Other Curricular Areas
11. Differentiation of meeting needs of all learners
12. Opportunities for Engineering and Design Process
13. Opportunities for Problem Based Learning
14. Options to Build Background Knowledge and Technology to Engage Students.

Current Consideration:

The two pilot programs selected for trial during the 2019-2020 school year were Amplify Science and McGraw-Hill Science, both from the approved list of curricula from SBE. During the 2019-2020 school year, all middle school science teachers were trained on both programs, implemented selected content in their classrooms, met regularly to collaborate and share observations, and surveyed students in order to come to consensus on their recommendation of Amplify Science in the spring of 2020.

As the result of the coronavirus pandemic in the spring of 2020, a pilot extension was requested and granted by Amplify Science of the online materials for all FVSD middle school science teachers through December, 2020. This extended pilot allowed for more training and opportunities for additional input from teachers, resulting in an even greater level of confidence in the selection and recommendation of Amplify Science.

Members of the Site Lead Middle School Adoption Committee included the following participants:

Laurie Gillis – Curriculum Lead/Science Teacher
Joel Sotolongo – Science Teacher
Colleen McNally – Science Teacher
Zobeida Merlos – Science Teacher
Connie Yang – Science Teacher
Matt Ploski – Assistant Principal
Steve McLaughlin – Assistant Superintendent Educational Services

Members of the Middle School Adoption Committee included the following participants:

All Middle School Science Teachers

Fiscal Impact:

The total cost of this adoption is \$559,004 which includes eight years of digital licenses and assessments beginning in January, 2021, and four years of print student investigation materials for students beginning in July, 2021. The District will cover this cost with funds allocated in the District's Lottery Instructional Material budget.

Recommendation:

It is recommended that the Board of Trustees approves for adoption the 6th – 8th grade science materials in alignment with newly adopted Next Generation Science Standards.



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-43253-1
Date: 10/13/2020
Expires On: 11/12/2020

Customer Contact Information

FOUNTAIN VALLEY SCHOOL DIST

Amplify Contact Information

Lauren Sherman
 Senior Account Executive
 (949) 397-5766
 lsherman@amplify.com

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Grade 6 (Earth/Space Science) California - Digital Student License - 8yr (2020-2028)	747.00	\$89.00	\$66,483.00
Amplify Science MS: Earth/Space Science Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 8yr (2020-2028)	747.00	\$0.00	\$0.00
Amplify Science Middle School: Earth & Space Science Kits	12.00	\$3,897.60	\$46,771.20
Amplify Science CA Earth & Space Notebook Bundle (1 qty per unit)	747.00	\$80.64	\$60,238.08
Amplify Science Middle School: Earth & Space Science Print Teacher Guides (1 qty per unit)	12.00	\$0.00	\$0.00
TOTAL			\$173,492.28

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Grade 7 (Life Science) California - Digital Student License - 8yr (2020-2028)	742.00	\$89.00	\$66,038.00
Amplify Science MS: Life Science Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 8yr (2020-2028)	742.00	\$0.00	\$0.00
Amplify Science Middle School: Life Science Kits	13.00	\$2,485.28	\$32,308.64
Amplify Science CA Life Science Investigation Notebook Bundle (1 qty per unit)	742.00	\$80.64	\$59,834.88
Amplify Science Middle School: Life Science Print Teacher Guides (1 qty per unit)	13.00	\$0.00	\$0.00
TOTAL			\$158,181.52

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Grade 8 (Physical Science) California - Digital Student License - 8yr (2020-2028)	834.00	\$89.00	\$74,226.00
Amplify Science MS: Physical Science Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 8yr (2020-2028)	834.00	\$0.00	\$0.00
Amplify Science Middle School: Physical Science Kits	12.00	\$4,485.60	\$53,827.20
Amplify Science CA Physical Science Investigation Notebook Bundle (1 qty per unit)	834.00	\$80.64	\$67,253.76
Amplify Science Middle School: Physical Science Print Teacher Guides (1 qty per unit)	12.00	\$0.00	\$0.00
TOTAL			\$195,306.96

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS: Navigating Program Essentials: 1/2 Day ONSITE	3.00	\$2,500.00	\$0.00
TOTAL		\$2,500.00	\$0.00

ESTIMATED SALES TAX (10%) \$32,023.38

GRAND TOTAL \$559,004.14

Scope and Duration**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2028.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII.

Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

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Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF MCGRAW HILL CA IMPACT TEXTBOOK
ADOPTION FOR FVSD MIDDLE SCHOOLS**
DATE: December 17, 2020

Background:

As outlined in Board Policy and Administrative Regulation 6161.1(a), *Selection and Evaluation of Instructional Materials*, the process of selecting new materials to support district-wide curriculum and instruction is critical to ensuring all students have access to rigorous and differentiated curriculum.

In support of providing updated and current materials, and as FVSD current middle school history/social studies adoption was initially implemented during the 2006-2007 school year, in January 2019 volunteer lead history/social science teachers from all middle schools initiated a process to explore and pilot new curriculum. With the support of Orange County Department of Education (OCDE) curriculum coordinator, the committee reviewed and selected two pilot programs from the State Board of Education (SBE) approved list of history/social studies materials.

As the result of the facilitation of the selection process utilizing OCDE selection tools, the select committee utilized FVSD Board Policy and Administrative Regulation 6161.1(a), and outcomes from the process to create a districtwide “lens” for which to select and evaluate two potential curriculum pilots in the following areas:

1. Relevant and Authentic Learning Contexts
2. Use of Phenomena/Problems
3. Presence of Logical Sequence
4. Student Centered Curriculum
5. 3-Dimensional Performances
6. Assessments
7. Ease of Use/Navigation
8. Hands-on/Inquiry-Based
9. Critical Thinking, Collaboration, Creativity, and Communication
10. Understanding of Concepts with Other Curricular Areas

11. Differentiation of meeting needs of all learners
12. Opportunities for Engineering and Design Process
13. Opportunities for Problem Based Learning
14. Options to Build Back Knowledge and Technology to Engage Students

Current Consideration:

The two pilot programs selected for trial during the 2019-2020 school year were National Geographic Learning and McGraw-Hill, both from the approved list of curricula from SBE. During the 2019-2020 school year, the select group of middle school history/social studies teachers were trained on both programs, implemented selected content in their classrooms, met regularly to collaborate and share observations, and surveyed students in order to come to consensus on their recommendation of McGraw-Hill in the spring of 2020. Additionally, all middle school history/social studies teachers were given regular updates from committee members throughout the process during districtwide professional days during the 2018-2019 and 2019-2020 school years.

As the result of the coronavirus pandemic in the spring of 2020, a pilot extension was requested and granted by McGraw-Hill of the online materials for all FVSD middle school science teachers through December, 2020. This extended pilot allowed for more training and opportunities for additional input from teachers, resulting in an even greater level of confidence in the selection and recommendation of McGraw-Hill Science.

Members of the Middle School Adoption Committee included the following participants:

Amy Trimm – Curriculum Lead & History/Social Studies Teacher
Robin Parker – History/Social Studies Teacher
Jannette Johnson – History/Social Studies Teacher
Erin Fouse – History/Social Studies Teacher
Jennifer Renaud – History/Social Studies Teacher
Dan Weireter – History/Social Studies Teacher
James Mayfield – History/Social Studies Teacher
Leo Brignardello – History/Social Studies Teacher
Adam Elmi – History/Social Studies Teacher
Molly Kuykendall – Assistant Principal
Steve McLaughlin – Assistant Superintendent Educational Services

Fiscal Impact:

The total cost of this adoption is \$378,816 which includes seven years of digital licenses and assessments beginning in January, 2021, and a free extension of six months of additional digital licenses and assessments from January, 2028 to June, 2028. The District will cover this cost with funds allocated in the District’s Lottery Instructional Material budget.

Recommendation:

It is recommended that the Board of Trustees approves for adoption the 6th – 8th grade history/social studies materials in alignment with the California State Standards.



Because learning changes everything.®

QUOTE PREPARED FOR:

Fountain Valley Sch Dist
10055 SLATER AVE
FOUNTAIN VALLEY, CA 92708-4749
ACCOUNT NUMBER: 184835

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Steve McLaughlin
mclaughlins@fvsd.us

SALES REP INFORMATION:

Kimberly Kirkpatrick
kimberly.kirkpatrick@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA Impact 7-year Print & Digital Bundle with Syncblast	\$0.00	\$0.00	\$0.00
Grade 6	\$112,231.46	(\$7,548.75)	\$104,682.71
Grade 7	\$128,733.30	(\$7,045.50)	\$121,687.80
Grade 8	\$126,669.95	(\$6,542.25)	\$120,127.70
PRODUCT TOTAL*	\$367,634.71	(\$21,136.50)	\$346,498.21
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$30,318.59
GRAND TOTAL*			\$376,816.80

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/13/2020

ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 12/28/2020

QUOTE NUMBER: HFISH-11132020-016

ACCOUNT #: 184835

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA Impact 7-year Print & Digital Bundle with Syncblast					
CA Impact 7-year Print & Digital Bundle with Syncblast Subtotal:				\$0.00	\$0.00

Grade 6

Student Resources

IMPACT CA G6 CMLPT DGTL & PRNT STUDENT 7YR BNDL W/STUDYSYNC BLASTS WHGAC	978-0-07-687788-1	671	\$156.01	\$0.00	\$104,682.71
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Student Resources Subtotal: \$0.00 \$104,682.71

Teacher Resources

IMPACT CALIFORNIA G6 TEACHER EDITION WORLD HISTORY & GEOGRAPHY ANCIENT TIMES	978-0-07-675586-8	15	\$120.00	\$1,800.00	*Free Materials
IMPACT CALIFORNIA G6 CHPTR TSTS & LESSON QUIZ WORLD HIST & GEOG ANCIENT TIMES	978-0-07-906355-7	15	\$24.00	\$360.00	*Free Materials
IMPACT CA G6 ONLINE TE 7YR SUBSCRIPTION WORLD HISTORY & GEOGRAPHY ANCIENT TIMES	978-0-07-695533-6	15	\$335.25	\$5,028.75	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 7 YR SUB (CONNECT2)	978-0-07-691167-7	15	\$24.00	\$360.00	*Free Materials

Teacher Resources Subtotal: \$7,548.75 \$0.00

Grade 6 Subtotal: \$7,548.75 \$104,682.71

Grade 7

Student Resources

IMPACT CA G7 CMLPT DGTL & PRNT STDNT 7YR BNDL W/STUDYSYNC BLASTS WHGMMT	978-0-07-687857-4	780	\$156.01	\$0.00	\$121,687.80
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Student Resources Subtotal: \$0.00 \$121,687.80

Teacher Resources

IMPACT CALIFORNIA G7 TEACHER EDITION WRLD HIST & GEOG MEDIEVAL ERLY MODERN TIMES	978-0-07-675588-2	14	\$120.00	\$1,680.00	*Free Materials
IMPACT CALIFORNIA G7 CHPTR TSTS&LESN QUIZ WRLD HIST&GEOG MEDEVAL ERLY MODRN TIME	978-0-07-906356-4	14	\$24.00	\$336.00	*Free Materials
IMPACT CA G7 OTE 7YR SUB WORLD HISTORY & GEOGRAPHY MEDIEVAL & EARLY MODERN TIMES	978-0-07-695567-1	14	\$335.25	\$4,693.50	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 7 YR SUB (CONNECT2)	978-0-07-691167-7	14	\$24.00	\$336.00	*Free Materials

Teacher Resources Subtotal: \$7,045.50 \$0.00

Grade 7 Subtotal: \$7,045.50 \$121,687.80

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/13/2020

ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 12/28/2020

QUOTE NUMBER: HFISH-11132020-016

ACCOUNT #: 184835

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Grade 8					
<u>Student Resources</u>					
IMPACT CA G8 CMPLT DIG/PRNT STDNT 7YRBN DL W/SS BLASTS US HIST&GEOG GRWTH&CNFLCT	978-0-07-687898-7	770	\$156.01	\$0.00	\$120,127.70
Student Resources Subtotal:				\$0.00	\$120,127.70
<u>Teacher Resources</u>					
IMPACT CALIFORNIA G8 TEACHER EDITION US HIST & GEOG GROWTH & CONFLICT	978-0-07-675570-7	13	\$120.00	\$1,560.00	*Free Materials
IMPACT CALIFORNIA G8 CHPTR TSTS & LESSON QUIZ US HIST & GEOG GROWTH & CONFLICT	978-0-07-906343-4	13	\$24.00	\$312.00	*Free Materials
IMPACT CA G8 ONLINE TE CENTER 7YR SUBSC US HISTORY & GEOGRAPHY GROWTH & CONFLICT	978-0-07-695530-5	13	\$335.25	\$4,358.25	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 7 YR SUB (CONNECT2)	978-0-07-691167-7	13	\$24.00	\$312.00	*Free Materials
Teacher Resources Subtotal:				\$6,542.25	\$0.00
Grade 8 Subtotal:				\$6,542.25	\$120,127.70

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ACCOUNT #: 184835

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PAGE #: 3



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QUOTE PREPARED FOR:

Fountain Valley Sch Dist
10055 SLATER AVE
FOUNTAIN VALLEY, CA 92708-4749
ACCOUNT NUMBER: 184835

CONTACT:

Steve McLaughlin
mclaughlins@fvsd.us

VALUE OF ALL MATERIALS	\$367,634.71
FREE MATERIALS	(\$21,136.50)
PRODUCT TOTAL*	\$346,498.21
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$30,318.59
GRAND TOTAL	\$376,816.80

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/13/2020

ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 12/28/2020

QUOTE NUMBER: HFISH-11132020-016

ACCOUNT #: 184835

PAGE #: 4



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF DISCOVERY SCIENCE TEXTBOOK ADOPTION
FOR FVSD ELEMENTARY SCHOOLS**
DATE: December 17, 2020

Background:

As outlined in Board Policy and Administrative Regulation 6161.1(a), *Selection and Evaluation of Instructional Materials*, the process of selecting new materials to support district-wide curriculum and instruction is critical to ensuring all students have access to rigorous and differentiated curriculum.

As a result of legislative action in November 2018, the State Board of Education (SBE) approved a list of Science materials based upon the State's frameworks, related criteria, and the Next Generation Science Standards (NGSS).

In January 2019, a volunteer committee of elementary teachers representing all grade levels attended a curriculum showcase of all State approved curriculum put on by the Orange County Department of Education (OCDE) in order to preview and begin the process of narrowing down the potential pilot program options. Following the curriculum showcase the committee attended a series of training facilitated by OCDE science curriculum coordinators on the *Tool for Instructional Materials Evaluation (TIME)*, which is a State approved curriculum evaluation tool.

As the result of the TIME trainings, the select committee utilized FVSD Board Policy and Administrative Regulation 6161.1(a), and outcomes from the TIME process to create a districtwide "lens" for which to select and evaluate two potential curriculum pilots in the following areas:

1. Relevant and Authentic Learning Contexts
2. Use of Phenomena/Problems
3. Presence of Logical Sequence
4. Student Centered Curriculum
5. 3-Dimensional Performances
6. Assessments

7. Ease of Use/Navigation
8. Hands-on/Inquiry-Based
9. Critical Thinking, Collaboration, Creativity, and Communication
10. Understanding of Concepts with Other Curricular Areas
11. Differentiation of meeting needs of all learners
12. Opportunities for Engineering and Design Process
13. Opportunities for Problem Based Learning
14. Options to Build Background Knowledge and Technology to Engage Students

Current Consideration:

The two pilot programs selected for trial during the 2019-2020 school year were TWIG Science and Discovery Science, both from the approved list of curricula from SBE. During the 2019-2020 school year, pilot teachers were trained on both programs, implemented selected content in their classrooms, met regularly to collaborate and share observations, and surveyed students in order to come to consensus on their recommendation of Discovery Science in the spring of 2020. Additionally, all elementary teachers were given regular updates from committee members throughout the process during district wide professional days during the 2018-2019 and 2019-2020 school years.

As the result of the coronavirus pandemic in the spring of 2020, a pilot extension was requested and granted by Discovery Science of the online materials for all FVSD elementary teachers through December, 2020. This extended pilot allowed for more training and opportunities for additional input from teachers not initially on the pilot committee, resulting in an even greater level of confidence in the selection and recommendation of Discovery Science.

Members of the Elementary Science Adoption Committee included the following participants:

Lindsey Riscalla – Curriculum Lead/5th Grade Teacher
Nicole Roquemoire – Kindergarten Teacher
Cindy Bragdon – Kindergarten Teacher
Marissa Carlson – 1st Grade Teacher
Kathy Lewis – 2nd Grade Teacher
Alicia Queen – 3rd Grade Teacher
Kristi Gjolme – 4th Grade Teacher
Kim O'Donnell – 4th Grade Teacher
Nancy Raymond – 4th Grade Teacher
Melissa Peterson – 5th Grade Teacher
Michelle Trillo – K-2nd SDC Teacher
Chris Mullin – Principal
Steve McLaughlin – Assistant Superintendent Educational Services

Fiscal Impact:

The total cost of this adoption is \$879,960 which includes six months of digital only resources from January, 2021 through June, 2021, and seven years of digital and print resources beginning in July, 2021. The District will cover this cost with one-time funds set aside specifically for this purpose.

Recommendation:

It is recommended that the Board of Trustees approves for adoption the TK-5th grade science materials in alignment with newly adopted Next Generation Science Standards.



Discovery
EDUCATION™
ORDER FORM

Subscriber: FOUNTAIN VALLEY SCHOOL DISTRICT

Address: 10055 SLATER AVE FOUNTAIN VLY, CA 92708-4712

Term: 1/1/2021 to 6/30/2028

Services	Start Date	End Date	Qty	Unit of Measure	Discounted Price	Total
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	7/1/2021	6/30/2028	582	Student	USD 186.00	USD 108,252.00
CA Science Techbook Additional Teacher Print Guide (Grade K - English)	7/1/2021	6/30/2022	19	Each	USD 300.00	USD 5,700.00
CA Science Techbook Hands on Lab Kit-I (Grade K)	7/1/2021	6/30/2022	11	Each	USD 675.00	USD 7,425.00
CA NGSS Science Techbook Experience Grade K Premium - Digital Only	1/1/2021	6/30/2021	582	Student	USD 24.00	USD 13,968.00
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	7/1/2021	6/30/2028	600	Student	USD 186.00	USD 111,600.00
CA Science Techbook Additional Teacher Print Guide (Grade 1 - English)	7/1/2021	6/30/2022	10	Each	USD 300.00	USD 3,000.00
CA Science Techbook Hands on Lab Kit-I (Grade 1)	7/1/2021	6/30/2022	2	Each	USD 650.00	USD 1,300.00
CA NGSS Science Techbook Experience Grade 1 Premium - Digital Only	1/1/2021	6/30/2021	600	Student	USD 24.00	USD 14,400.00
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	7/1/2021	6/30/2028	609	Student	USD 186.00	USD 113,274.00
CA Science Techbook Additional Teacher Print Guide (Grade 2 - English)	7/1/2021	6/30/2022	13	Each	USD 300.00	USD 3,900.00
CA Science Techbook Hands on Lab Kit-I (Grade 2)	7/1/2021	6/30/2022	5	Each	USD 1,100.00	USD 5,500.00
CA NGSS Science Techbook Experience Grade 2 Premium - Digital Only	1/1/2021	6/30/2021	609	Student	USD 24.00	USD 14,616.00
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	7/1/2021	6/30/2028	690	Student	USD 186.00	USD 128,340.00
CA Science Techbook Additional Teacher Print Guide (Grade 3 - English)	7/1/2021	6/30/2022	11	Each	USD 300.00	USD 3,300.00
CA Science Techbook Hands on Lab Kit-I (Grade 3)	7/1/2021	6/30/2022	3	Each	USD 800.00	USD 2,400.00
CA NGSS Science Techbook Experience Grade 3 Premium - Digital Only	1/1/2021	6/30/2021	690	Student	USD 24.00	USD 16,560.00
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	7/1/2021	6/30/2028	721	Student	USD 186.00	USD 134,106.00
CA Science Techbook Additional Teacher Print Guide (Grade 4 - English)	7/1/2021	6/30/2022	11	Each	USD 300.00	USD 3,300.00
CA Science Techbook Hands on Lab Kit-I (Grade 4)	7/1/2021	6/30/2022	3	Each	USD 1,100.00	USD 3,300.00



CA NGSS Science Techbook Experience Grade 4 Premium - Digital Only	1/1/2021	6/30/2021	721	Student	USD 24.00	USD 17,304.00
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	7/1/2021	6/30/2028	624	Student	USD 186.00	USD 116,064.00
CA Science Techbook Hands on Lab Kit-I (Grade 5)	7/1/2021	6/30/2022	4	Each	USD 850.00	USD 3,400.00
CA Science Techbook Additional Teacher Print Guide (Grade 5 - English)	7/1/2021	6/30/2022	12	Each	USD 300.00	USD 3,600.00
CA NGSS Science Techbook Experience Grade 5 Premium - Digital Only	1/1/2021	6/30/2021	624	Student	USD 24.00	USD 14,976.00
CA Science TB Onsite Bundled PD	7/1/2021	6/30/2028	12	Day	USD 0.00	USD 0.00
SUBTOTAL:						USD 849,585.00
TAXES:						USD 30,375.36
TOTAL:						USD 879,960.36

The Fees are non-cancellable and are due and payable as follows:
 Payment 1 \$661,878.36 due no later than 2/1/2021
 Payment 2 \$218,082.00 due no later than 7/1/2024

Prior to the start of "Payment 2" (due no later than July 1,2024) of the Term, Fountain Valley School District may terminate the Agreement if sufficient funds have not been approved by the School Board, subject to the following conditions, all of which must be satisfied by the District: (i) provide Discovery with written notice of such intent to terminate Agreement, no later than 6/1/2024 and (ii) promptly reimburse Discovery for all services delivered prior to the date of termination. Any written notice should be sent to the address below:

Stephanie Milikh
 8403 Colesville Road
 Suite 1200
 Silver Spring, MD 20910 stephanie@discoveryed.com
 Copy to: Scott Kinney, President, K-12

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

FOUNTAIN VALLEY SCHOOL DISTRICT

DISCOVERY EDUCATION, INC.

By: _____
 (Signature Required)

By: _____
 (Signature Required)

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Please return all Exhibits with the signed Order Form.

**EXHIBIT A
LICENSED SCHOOLS**

HISAMATSU TAMURA ELEMENTARY SCHOOL - 17340 SANTA SUZANNE ST, FOUNTAIN VLY, CA. 92708-3307 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

ISOJIRO OKA ELEMENTARY SCHOOL - 9800 YORKTOWN AVE, HUNTINGTN BCH, CA. 92646-2841 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

JAMES H COX ELEMENTARY SCHOOL - 17615 LOS JARDINES E, FOUNTAIN VLY, CA. 92708-5332 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

ROBERT GISLER ELEMENTARY SCHOOL - 18720 LAS FLORES ST, FOUNTAIN VLY, CA. 92708-7113 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

ROCH COURREGES ELEMENTARY SCHOOL - 18313 SANTA CARLOTTA ST, FOUNTAIN VLY, CA. 92708-5616 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA Science Techbook Additional Teacher Print Guide (Grade K - English)	01/01/2021	06/30/2022

URBAIN PLAVAN ELEMENTARY SCHOOL - 9675 WARNER AVE, FOUNTAIN VLY, CA. 92708-2823 United States		
PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

WILLIAM T NEWLAND ELEMENTARY SCHOOL - 8787 DOLPHIN DR, HUNTINGTN BCH, CA. 92646-3218
United States

PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade 1 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium Plus (English)	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade K Premium Plus (English)	01/01/2021	06/30/2028

FVSDConnected Elementary School - 10055 Slater Avenue, Fountain Valley, CA. 92708 United States

PRODUCT NAME	START DATE	END DATE
CA NGSS Science Techbook Experience Grade K Premium - Digital Only	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 1 Premium - Digital Only	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 2 Premium - Digital Only	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 3 Premium - Digital Only	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 4 Premium - Digital Only	01/01/2021	06/30/2028
CA NGSS Science Techbook Experience Grade 5 Premium - Digital Only	01/01/2021	06/30/2028

**EXHIBIT B
BUNDLE COMPONENTS**

CA NGSS Science Techbook Experience Grade K English Premium PLUS		
Product	Quantity	Unit of Measure
CA Science Techbook (Grade K)	582	Student Licenses
Discovery Education Experience	582	Student Licenses
STEM Connect	582	Student Licenses
CA Science Techbook Student Print Guide (Grade K – English)	582	Guides
CA Science Techbook Teacher Print Guide (Grade K – English)	19	Guides
Hands on Activity Kit (K)	19	Kits

CA NGSS Science Techbook Experience Grade 1 English Premium PLUS		
Product	Quantity	Unit of Measure
CA Science Techbook (Grade 1)	600	Student Licenses
Discovery Education Experience	600	Student Licenses
STEM Connect	600	Student Licenses
CA Science Techbook Student Print Guide (Grade 1 – English)	600	Guides
CA Science Techbook Teacher Print Guide (Grade 1 – English)	20	Guides
Hands on Activity Kit (1)	20	Kits

CA NGSS Science Techbook Experience Grade 2 English Premium PLUS		
Product	Quantity	Unit of Measure
CA Science Techbook (Grade 2)	609	Student Licenses
Discovery Education Experience	609	Student Licenses
STEM Connect	609	Student Licenses
CA Science Techbook Student Print Guide (Grade 2 – English)	609	Guides
CA Science Techbook Teacher Print Guide (Grade 2 – English)	20	Guides
Hands on Activity Kit (1)	20	Kits

CA NGSS Science Techbook Experience Grade 3 English Premium PLUS		
Product	Quantity	Unit of Measure
CA Science Techbook (Grade 3)	690	Student Licenses
Discovery Education Experience	690	Student Licenses
STEM Connect	690	Student Licenses
CA Science Techbook Student Print Guide (Grade 3 – English)	690	Guides
CA Science Techbook Teacher Print Guide (Grade 3 – English)	23	Guides
Hands on Activity Kit (1)	23	Kits

CA NGSS Science Techbook Experience Grade 4 English Premium PLUS

Product	Quantity	Unit of Measure
CA Science Techbook (Grade 4)	721	Student Licenses
Discovery Education Experience	721	Student Licenses
STEM Connect	721	Student Licenses
CA Science Techbook Student Print Guide (Grade 4 – English)	721	Guides
CA Science Techbook Teacher Print Guide (Grade 4 – English)	24	Guides
Hands on Activity Kit (1)	24	Kits

CA NGSS Science Techbook Experience Grade 5 English Premium PLUS

Product	Quantity	Unit of Measure
CA Science Techbook (Grade 5)	624	Student Licenses
Discovery Education Experience	624	Student Licenses
STEM Connect	624	Student Licenses
CA Science Techbook Student Print Guide (Grade 5 – English)	624	Guides
CA Science Techbook Teacher Print Guide (Grade 5 – English)	20	Guides
Hands on Activity Kit (1)	20	Kits



DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:

- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
- d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.

- e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
- f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
- g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.

3. Technical Safeguards

- a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
- b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
- c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.

If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.

**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 11/03/2020 for the digital curriculum service known as Discovery Education CA NGSS Science Techbook Experience Grade K-5 ("Agreement");

WHEREAS, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records ¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education CA NGSS Science Techbook Experience Grade K-5 service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education CA NGSS Science Techbook Experience Grade K-5 service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education CA NGSS Science Techbook Experience Grade K-5 and save in the pupil's personal accounts outside of the Discovery Education CA NGSS Science Techbook Experience Grade K-5 service. Please note however that any pupil-generated content that contains any assets from the Discovery Education CA NGSS Science Techbook Experience Grade K-5 service may only be used in connection with the pupil's right to use Discovery Education CA NGSS Science Techbook Experience Grade K-5 service.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

¹ Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase agreement amend or modify the terms and conditions of these Standard Terms.

1. RIGHTS OF ACCESS AND USE

1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, administrators and students employed by Subscriber or enrolled in Subscriber’s program as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non-transferable and revocable license to access the Service(s) and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.

1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use of the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

1.3. Permitted and Prohibited Uses.

a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only and may not use them in any commercial or for- profit manner. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Standard Terms.

b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.

c. **Editing Content.** Users may edit videos and video clips designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.3(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and

teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision”.

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscriber s and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)’s or the Content’s control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “**Log-In Information**”). Subscriber and its Users must keep all Log-In Information strictly confidential, and

all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User's Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber's systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Audits.** Discovery shall have the right to audit Subscriber and each User's use of the Services at any time. Any such audit may include, but is not limited to, Discovery's examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

1.4. **Subscriber Changes.**

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to DEContractsTeam@Discoveryed.com, setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, and (iv) the date the Subscriber wishes the substitution to take effect (each, a "**School Substitution Request**"). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an "**Additional License**"), Subscriber may submit a written request to DEContractsTeam@Discoveryed.com, setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an "**Additional License Request**"). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

2. **PROPRIETARY RIGHTS**

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- DMCA Notice, Legal Department
- Discovery Education, Inc.
- 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910
- Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
- Telephone Number of Designated Agent: 240-839-4239
- Email: DiscoveryEducationDMCA@discoveryed.com

3. **PROTECTION OF PERSONAL INFORMATION AND DATA SECURITY.**

3.1. **Student Data.** While Subscriber acknowledges that no student personal information ("**Student Data**") is required for the use of any of the basic Discovery services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any Student Data it or any User provides through the Services in order to use such functions. Consent may be required for the collection, use and disclosure of Student Data obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of Student Data in the course of providing the Services. The parties agree to uphold their responsibilities under laws governing personal information, including:

(i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable.

3.2. **Data Protection Addendum.** Discovery agrees to protect Student Data in accordance with the provisions of the Discovery Education Student Data Protection Addendum (the "DPA") located at discoveryeducation.com/Data-Protection-Addendum incorporated herein.

3.3. **Data Security.** Discovery shall implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use in accordance with Discovery's Security Policy attached as Schedule A to the DPA.

4. **FEES AND TAXES**

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the "Fees"). Upon Subscriber's acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery's invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery's then current, applicable rates, as provided by Discovery and in accordance with applicable law.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

5. **TERM AND TERMINATION**

5.1. **Term.** The term ("Initial Term") is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term ("Renewal Term(s)", collectively with the Initial Term, the "Term") until terminated by either party by giving written notice ninety

(90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10

days after receipt of notice thereof from Discovery, Discovery may terminate the Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

5.4. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** To the extent permitted by law, Subscriber and its Users release and waive all claims (whether known or unknown) against Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Service(s) and the Content. California residents waive any rights they may have under Sec.1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. **Indemnity.** To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Standard Terms, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery.

9. LIMITATIONS OF LIABILITY

9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of

(i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

10. CONFIDENTIALITY

10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

10.2. **Communications from Discovery.** Discovery may periodically contact Users for customer service purposes. By accessing the Service(s) and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery with any and all information regarding its Users and/or use of the Service(s) and the Content by its Users that Discovery reasonably requests. Subscriber agrees that Discovery may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

11. MISCELLANEOUS

11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable,



then such provision shall be of no effect on any other provision hereof.

- 11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.
- 11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.
- 11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.
- 11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.
- 11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.
- 11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.
- 11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, in any format (the "PD Content") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment.
- 11.11. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the email address below:

Discovery Education, Inc.
Attn: General Counsel
8403 Colesville Road
Suite 1200
Silver Spring, MD 20910
Copy to: President, K-12
Email: DEContractsTeam@discoveryed.com



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Jennifer Hawes, Supervisor, Transportation
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Adoption of Resolution 2020-13 – Authorization to Apply for and Secure Grant Funding from the South Coast Air Quality Management District for the Purpose of Bus Replacement**
DATE: December 9, 2020

Background:

On October 2, 2020 the South Coast Air Quality Management District (SCAQMD) announced an additional round of the Lower-Emission School Bus Program (LESB). This program, which supplements earlier programs, is designed to assist school districts with the replacement of pre-2001 model year diesel school buses with new alternative fuel or zero emission buses. The school buses need to have a Gross Vehicle Weight Rating (GVWR) over 14,000 lbs. The Fountain Valley School District currently has a fleet of 16 school buses, four of which are pre-2001 models meeting all grant criteria.

This agenda item requests the Board of Trustees' approval to apply for and secure grant funding from the SCAQMD District PA2021-02 Lower-Emission School Bus Program. This grant is for the replacement of pre-2001 model year school buses, up to a maximum amount of \$205,000. The grant application process requires that the Board commit, through a resolution, to provide the necessary additional funds for the purchase of any bus awarded through this program.

Fiscal Impact:

The District has obtained a quote for a new replacement bus from Buswest for a total estimated purchase price of \$214,999.46. The District would be responsible for the estimated \$9,999.46 balance remaining after award of a \$205,000 grant (assuming maximum grant amount is awarded).

Recommendation:

It is respectfully recommended that the Board of Trustees adopts Resolution 2020-13 authorizing the District to apply for and secure grant funding from the SCAQMD PA2021-02 Lower-Emission School Bus Program for the replacement of a pre-2001 model year school bus, committing \$9,999.46 in advance, and authorizing the Superintendent or designee to sign all required documents.

RESOLUTION NO. 2020-13
of the
BOARD OF TRUSTEES
FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION TO GRANT AUTHORIZATION TO APPLY FOR AND SECURE
GRANT FUNDING FROM THE SOUTH COAST AIR QUALITY MANAGEMENT
DISTRICT THROUGH THE PA2021-02 LOWER-EMISSION SCHOOL BUS
PROGRAM (LESB)**

WHEREAS, the Board of Trustees of the Fountain Valley School District, County of Orange, State of California, has determined the District’s transportation needs; and

WHEREAS, the District is in need of replacing at least one school bus under PA2021-02 released by the South Coast Air Quality Management District on October 2, 2020; and

WHEREAS, this grant is for the replacement of pre-2001 model year school bus with a mandatory school district contribution for any amount in excess of the grant amount. The grant application process for this South Coast Air Quality Management District program requires that the Board of Trustees commit in advance, through this resolution, to provide the necessary additional funds for the purchase of any bus awarded through this program. The Board of Trustees, by this resolution, is also showing that they are fully committed to obtaining this grant and following through with all the requirements of this grant program; and

WHEREAS, the District contribution for the purchase of the replacement bus is estimated to be approximately \$9,999.46 and will be paid by the Fountain Valley School District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Fountain Valley School District does hereby authorize the District’s representative, Christine Fullerton, Assistant Superintendent, Business Services, to apply for and secure all possible funding for the replacement of a school bus with a commitment by this Board, through this resolution, to pay all school contribution money required, and additional option costs, on any buses granted through the South Coast Air Quality Management District PA2021-02.

PASSED AND ADOPTED this 17th day of December, 2020.

Ayes: _____
Noes: _____
Absent: _____
Abstain: _____

Clerk of the Board of Trustees
Fountain Valley School District

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

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

December 10, 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

Mrs. Galindo noted the following amendment to the agenda:

AGENDA APPROVAL

Superintendent and staff request board approval of an amendment to the agenda of the December 10, 2020 meeting, with revision to the following item on the agenda as noted below:

**4-O. TOBACCO-USE PREVENTION EDUCATION (TUPE)
TIER 2 CONSORTIUM GRANT**

Superintendent's Comments: It is recommended that the Board of Trustees ratifies the Contract for Tobacco-Use Prevention Education (TUPE) Tier 2 Consortium Grant for the use from July 1, 2020 through June 30, 2023.

Motion: Mrs. Schultz moved to approve the meeting agenda with the amendment to Item 4-O.

Second: Mr. Cunneen

Vote: 5-0

Mr. Collins led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

SPECIAL PRESENTATIONS

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

CELEBRATION OF
OUTGOING TRUSTEE
IAN COLLINS

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra presented and reviewed with the Board of Trustees the First Interim Report for the Fountain Valley School District. Mrs. Fullerton began by reviewing the Mission Statement for the District. Following this, she shared an overview of the State economy. She shared changes since the 45-Day Budget Revision including actual enrollment and staffing, updated projected COVID costs, revenue and expenditures adjusted for carry over and new funds received through October 31st. Mr. Guerra then shared First Interim Assumptions including average daily attendance of 6,140. Following this, he shared General Fund revenues and sources for revenues. In addition, he shared General Fund Expenditures and sources. Moreover, Mr. Guerra reviewed a summary of the General Fund. He reviewed multi-year projection assumptions. He emphasized continued uncertainty regarding the cost of our COVID response, revenue and the possibility of a return to normal in the 2021-22 school year. Following this, Mrs. Fullerton shared the make-up COVID relief funds. In closing, Mrs. Fullerton shared that based on current projections, FVSD will meet its financial obligations for the current and subsequent two fiscal years; positive General Fund ending balance in the current and subsequent two fiscal years; projected deficit spending in 2022-23 given current assumptions (0% LCFE COLA's, Expiration of ADA Hold Harmless and STRS buy down, and enrollment decline). In summary, a First Interim positive certification. She shared the timeline going forward and next steps for the Board.

FIRST INTERIM
REPORT
PRESENTATION
(WRITTEN AND
ORAL)

PUBLIC COMMENTS

There were three requests to address the Board of Trustees. Three members of the community addressed the Board of Trustees in appreciation of the service of Mr. Collins.

PUBLIC COMMENTS

LEGISLATIVE SESSION

- Motion: Mrs. Schultz moved to approve the 2020-21 LCFF Budget Overview for Parents APPROVAL OF 2020-21 LCFF BUDGET OVERVIEW FOR PARENTS
- Second: Mrs. Crandall
- Vote: 5-0
- Motion: Mr. Collins moved to approve the Consent Calendar. CONSENT CALENDAR
- Second: Mr. Cunneen
- Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from November 12th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Approval Of 2020-21 First Interim Report
- Memorandum of Understanding Between Fountain Valley School District and Fountain Valley Education Association
- Ratification of Agreement with Coastal Family Medicine Inc. (“Cfm”) To Provide Voluntary Covid-19 Testing for Staff
- Orange County Children's Screening Registry Participation Agreement with Children’s Hospital of Orange County for the 2020-2021 School Year
- Affiliation Agreement with Regents of The University of California for the Pediatric Vision Project for the 2020-2021 School Year
- Learning Genie Software Service Agreement for the 2020-2021 School Year
- Ratification of MOU Between OCDE And FVSD For Mental Health Student Services Act (MHSSA)
- Tobacco-Use Prevention Education (TUPE) Cohort M Competitive Grant - Amendment
- Tobacco-Use Prevention Education (TUPE) Tier 2 Consortium Grant
- Non-Public Agency Contracts

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

Dr. Johnson Thanked our entire FVSD Family noted that especially at this time, we cannot thank those doing this work enough. We cannot be more grateful to our teachers, classified staff, parents and families for all they continue to do. In closing, he noted that it is an honor to celebrate Mr. Collins this evening. We are grateful to him for his 12 years of service to the Board, as well as his more than 40 years dedicated to education.

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*

Mrs. Galindo made the following report of action taken during Closed Session:

REPORT OUT OF
CLOSED SESSION
ACTION

In Closed Session on November 12, 2020, the Board of Trustees took action authorizing the Superintendent or designee by a vote of 5 to 0 to adopt dismissal charges concerning permanent classified employee number #0850, effective November 13, 2020.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 9:38PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 17, 2020**

1.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
1.1.1	Tomita, Alice	Oka - ESP	ESP Assistant	01/15/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
1.2.1	Acevedo, Tamara	District Office	Administrative Assistant	01/04/2021
1.2.2	Bustillos, Maria	Transportation	Bus Driver	01/05/2021

1.3. ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE #2004, HEALTH ASSISTANT AT COX, EFFECTIVE 12/11/ 2020.

2.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
2.1	SCHULTZ, Steve	CSBA Orientation for New Trustees	Virtual	Actual & Necessary	012719166-5210	November 30, 2020

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

December 17, 2020

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

3.11	HISGEN, Jennifer (COURREGES) BUCK, Niki (COX) NEGRO, Carrie (FULTON) VIVAR, Rolando (FULTON) LOPEZ, Penny (GISLER) JARA, Amy (MASUDA) WANTINK, Jenna (NEWLAND) MOUSSA-ZAHAB, Jeanie (OKA) VOSS, Lauren (PLAVAN) MARBUT, Jeff (TALBERT) OSBORNE, Daryl (TAMURA) (Technology)	Technology Coordinator for their school site	Not to exceed \$1,500 per school site Total of stipends is \$15,000	01-005-9077-1115	2020/2021 school year
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FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 12/17/20

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
FVSD	Blessings & Fortunes, Inc.		
CONNECTED	Susan E. Saurastri	\$1,000.00	Purchase of T-Shirts



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Mark Johnson, Superintendent
FROM: Steve McLaughlin, Assistant Superintendent, Instruction
SUBJECT: *DISPOSAL OF OBSOLETE BOOKS*
DATE: December 17, 2020

BACKGROUND

Board Policy AR 3270, Sale and Disposal of Books, requires that the Superintendent or designee shall identify any instructional materials that have become unusable or obsolete to the Board of Trustees, together with their estimated value and recommended method of sale or disposal. The books are to be declared unusable and obsolete:

TK-5 Scott Foresman California Science,
6-8 Prentice Hall California Science/California Science Explorer,
6-8 Holt, Rinehart and Winston California Social Studies

The reasons these books have been declared obsolete are based on the following:

- A. No longer comply with the State adopted standards for instructional materials
- B. Have been replaced by materials that are aligned with the State of California Common Core instructional standards.
- C. Are of no foreseeable value in other instructional areas.

The disposal of obsolete TK-5 Scott Foresman California Science, 6-8 Prentice Hall California Science/California Science Explorer, 6-8 Holt, Rinehart and Winston California Social Studies books will be handled in the following manner:

- A. Used textbook companies may be contacted to review and purchase any of these obsolete books that are usable.
- B. All items considered unsalable may be donated to a non-profit organization for educational purposes or sold for recycling.
- C. All obsolete student editions and teacher's editions will be picked up directly from the schools by approved purchasers/recyclers.

FISCAL IMPACT

There is no fiscal impact to the district. All proceeds from the sale or recycling of these textbooks shall be returned to the Ed Services Instruction budget to be used toward the purchase of instructional materials per Education Codes 17547 and 60510.

RECOMMENDATION

Approval/ratification is recommended to declare the TK-5 Scott Foresman California Science, 6-8 Prentice Hall California Science/California Science Explorer, 6-8 Holt, Rinehart and Winston California Social Studies books unusable and obsolete by the Fountain Valley School District.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF A THREE-YEAR EXTENSION OF THE
MCGRAW-HILL EDUCATION *CA MATH* TEXTBOOK
ADOPTION FOR FVSD MIDDLE SCHOOLS**
DATE: December 17, 2020

Background:

McGraw-Hill Education's *CA Math* Program has been the adopted textbook for Grades 6-8, Accelerated 7 and Algebra 1 at our middle schools since the Board approved 2014/2015 adoption on March 12, 2015. *CA Math* was recommended by the District Common Core Steering Committee after both quantitative and qualitative data evaluation during the fall of 2014 and the contract was approved through the 2017, and extended through the 2020 school year. With the overall success of student achievement, and in order to provide an ongoing and consistent program, teacher curriculum lead and administration agree that an additional three year extension is the best course of action, especially upon return to full in-person instruction following the coronavirus pandemic.

Fiscal Impact:

The total cost of this extension is \$165,096.73 which includes three years of digital licenses and assessments beginning in January, 2021, and three years of print student investigation materials for students beginning in July, 2021. The District will cover the three-year extension of the contract with funds allocated in the District's Lottery Instructional Material budget.

Recommendation:

It is recommended that the Board of Trustees approves the three-year extension of the McGraw-Hill Education *CA Math* textbook adoption to continue providing textbook materials for the District's three middle schools.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF A THREE-YEAR EXTENSION OF THE
HOUGHTON MIFFLIN HARCOURT MATH EXPRESSIONS
TEXTBOOK ADOPTION FOR FVSD ELEMENTARY SCHOOLS**
DATE: December 17, 2020

Background:

Houghton Mifflin Harcourt, *Math Expressions* Program has been the adopted textbook for Grades TK-5th, at our elementary schools since the Board approved 2014/2015. *Math Expressions* was recommended by the District Common Core Steering Committee after both quantitative and qualitative data evaluation during the fall of 2014 and the contract was approved through the 2014/15 school year, and is set to expire in June, 2021. Additionally, over the past five years, there has been tremendous success with the integration of Cognitively Guided Instruction (CGI) and *Math Expression* over the past five years. A three-year extension is recommended with input from elementary curriculum leads, principals, and to support the ongoing success in elementary math, especially upon return to full in-person instruction following the coronavirus pandemic.

Fiscal Impact:

By negotiating a contract prior to the end of the 2020 calendar year, Houghton Mifflin Harcourt has agreed to waive the required digital upgrade, a savings of approximately \$16,000. The total cost of the three year extension is \$395, 801. The District will cover this cost with funds allocated in the District's Lottery Instructional Material budget.

Recommendation:

It is recommended that the Board of Trustees approves the three-year extension of the Houghton Mifflin Harcourt, *Math Expressions* adoption to continue providing print and online materials for all seven elementary schools.



Houghton Mifflin Harcourt

Proposal

Prepared For

Fountain Valley School Dist

10055 Slater Ave
Fountain Vly CA 92708

Attention:

Steve McLaughlin
mclaughlins@fvsd.us

For the Purchase of:

CA Math Expressions 3 year Renewal and Digital Enhancement Upgrade Package

Prepared By

Myra Sanchez-Collado
myra.sanchez-collado@hnhco.com

Please submit this proposal with your purchase order.

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

Attention:
Steve McLaughlin
mclaughlins@fvsd.us

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

HMH Confidential and Proprietary

Proposal for
Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Activity Books (Softcover) 3-year bundle - \$26.57/year					
9780544504042	2015 California Math Expressions Student Activity Book Collection Softcover 3 Year Grade K	\$79.70	726	\$57,862.20	
Total for Student Activity Books (Softcover) 3-year bundle - \$26.57/year				\$57,862.20	
Student Gratis included with bundle					
9780544503724	California Math Expressions Online Student Activity Book Collection 3 Year Grade K	\$59.75			726
9780544482258	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade K	\$17.10			726
9780358450054	California Math Expressions Homework and Remembering Collection 3 Year Print Grade K	\$50.49			726
Total for Student Gratis included with bundle				\$0.00	
Teacher Gratis included with student bundle purchase					
9780544503434	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade K	\$691.75			29
Total for Teacher Gratis included with student bundle purchase				\$0.00	
Digital Enhancement Package					
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452805	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade K Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	726	\$5,227.20	
Teacher gratis with student enhancement package bundle purchase					
9780358452874	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade K	\$38.85			29
Total for Digital Enhancement Package				\$5,227.20	
<u>Total for Grade K</u>				\$63,089.40	

Attention:
 Steve McLaughlin
 mclaughlins@fvds.us

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 9400 South Park Center Loop
 Orlando, FL 32819
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 k12orders@hnhco.com

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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 1					
Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year					
9780544503830	California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 1	\$79.70	640	\$51,008.00	
Total for Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year		\$51,008.00			
Student Gratis included with bundle					
9780544503731	California Math Expressions Online Student Activity Book Collection 3 Year Grade 1	\$59.75			640
9780544482272	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 1	\$17.10			640
9780358450061	California Math Expressions Homework and Remembering Collection 3 Year Print Grade 1	\$50.49			640
Total for Student Gratis included with bundle		\$0.00			
Teacher Gratis included with student purchase					
9780544503670	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 1	\$691.75			26
Total for Teacher Gratis included with student purchase		\$0.00			
Digital Enhancement Package					
Teacher with student enhancement package bundle purchase					
9780358452881	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade 1	\$38.85			26
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452812	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade 1 Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	640	\$4,608.00	
Total for Digital Enhancement Package		\$4,608.00			
Total for Grade 1		\$55,616.00			

Attention:
Steve McLaughlin
mclaughlins@fvdsd.us

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k12orders@hnhco.com

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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 2					
Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year					
9780544503151	California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 2	\$79.70	630	\$50,211.00	
Total for Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year		\$50,211.00			
Student Gratis included with bundle					
9780544503748	California Math Expressions Online Student Activity Book Collection 3 Year Grade 2	\$59.75			630
9780544482289	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 2	\$17.10			630
9780358450078	California Math Expressions Homework and Remembering Collection 3 Year Print Grade 2	\$50.49			630
Total for Student Gratis included with bundle		\$0.00			
Teacher Gratis included with student purchase					
9780544503687	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 2	\$691.75			25
Total for Teacher Gratis included with student purchase		\$0.00			
Digital Enhancement Package					
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452829	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade 2 Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	630	\$4,536.00	
Teacher with student enhancement package bundle purchase					
9780358452898	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade 2	\$38.85			25
Total for Digital Enhancement Package		\$4,536.00			
Total for Grade 2		\$54,747.00			

Attention:
Steve McLaughlin
mclaughlins@fvds.us

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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 3					
Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year					
9780544503199	California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 3	\$79.70	611	\$48,696.70	
Total for Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year		\$48,696.70			
Student Gratis included with bundle					
9780544503762	California Math Expressions Online Student Activity Book Collection 3 Year Grade 3	\$59.75			611
9780544482296	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 3	\$17.10			611
9780358450085	California Math Expressions Homework and Remembering Collection 3 Year Print Grade 3	\$50.49			611
Total for Student Gratis included with bundle		\$0.00			
Teacher Gratis included with student purchase					
9780544503694	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 3	\$691.75			20
Total for Teacher Gratis included with student purchase		\$0.00			
Digital Enhancement Package					
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452836	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade 3 Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	611	\$4,399.20	
Teacher with student enhancement package bundle purchase					
9780358452904	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade 3	\$38.85			20
Total for Digital Enhancement Package		\$4,399.20			
Total for Grade 3		\$53,095.90			

Attention:
Steve McLaughlin
mclaughlins@fvds.us

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9400 South Park Center Loop
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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 4					
Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year					
9780544503847	California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 4	\$79.70	696	\$55,471.20	
Total for Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year		\$55,471.20			
Student Gratis included with bundle					
9780544503779	California Math Expressions Online Student Activity Book Collection 3 Year Grade 4	\$59.75			696
9780544482326	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 4	\$17.10			696
9780358450092	California Math Expressions Homework and Remembering Collection 3 Year Print Grade 4	\$50.49			696
Total for Student Gratis included with bundle		\$0.00			
Teacher Gratis included with student purchase					
9780544503700	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 4 Gratis on a basis of 1 to 30 student bundles purchased.	\$691.75			23
Total for Teacher Gratis included with student purchase		\$0.00			
Digital Enhancement Package					
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452843	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade 4 Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	696	\$5,011.20	
Teacher with student enhancement package bundle purchase					
9780358452911	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade 4	\$38.85			23
Total for Digital Enhancement Package		\$5,011.20			
<u>Total for Grade 4</u>		\$60,482.40			

Attention:
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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 5					
Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year					
9780544503915	California Math Expressions Student Activity Book Collection (Softcover) w/Mathboard 3 Year Print Grade 5	\$79.70	692	\$55,152.40	
Total for Student Activity Books (Softcover) w/Mathboards 3 year bundle - \$26.57/year		\$55,152.40			
Student Gratis included with bundle					
9780544503793	California Math Expressions Online Student Activity Book Collection 3 Year Grade 5	\$59.85			692
9780544482333	Go Math! SBAC Test Prep Student Edition 3 Year Print Grade 5	\$17.10			692
9780358450108	California Math Expressions Homework and Remembering Collection 3 Year Print Grade 5	\$50.49			692
Total for Student Gratis included with bundle		\$0.00			
Teacher Gratis included with student purchase					
9780544503717	2015 California Math Expressions Online Teacher Digital Management Center 3 Year Grade 5	\$691.75			23
Total for Teacher Gratis included with student purchase		\$0.00			
Digital Enhancement Package					
Student Digital Enhancement Package 3-year bundle - \$2.40/year					
9780358452850	2018 California Math Expressions Student Digital Enhancement Bundle 3 Year Digital Grade 5 Includes online Math Readers, interactive Games, Inquiry-Based Task Cards, Fluency Builders, iTools, and RtI resources.	\$7.20	692	\$4,982.40	
Teacher with student enhancement package bundle purchase					
9780358452928	2018 California Math Expressions Teacher Digital Enhancement Bundle 3 Year Digital Grade 5	\$38.85			23
Total for Digital Enhancement Package		\$4,982.40			
Total for Grade 5		\$60,134.80			

Attention:
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Proposal for Fountain Valley School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$615,460.10
<i>Subtotal Purchase Amount:</i>	\$347,165.50
<i>Shipping & Handling:</i>	\$19,104.09
<i>Sales Tax:</i>	\$29,531.74

Total Cost of Proposal (PO Amount): \$395,801.33

Attention:
Steve McLaughlin
mclaughlins@fvsd.us

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Total Cost of Proposal (PO Amount): \$395,801.33

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

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

Ship to:	Sold to:
Fountain Valley School District	Fountain Valley School District

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

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

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

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

Date of Proposal: 10/7/2020

Proposal Expiration Date: 11/21/2020



Houghton Mifflin Harcourt

Attention:
 Steve McLaughlin
 mclaughlins@fvsd.us

Customer Experience
 9400 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hnhco.com

HMH Confidential and Proprietary

Board meeting of December 17, 2020

SO 2020-21/B21-14
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: Biennial Review/Updated Conflict of Interest Code
DATE: December 7, 2020

Background:

The Political Reform Act of 1974, Government Code Section 81000, requires that a local government agency adopt a Conflict of Interest Code. The Fountain Valley School District has previously adopted a Conflict of Interest Code and that Code now requires updating as a part of our district's biennial review. The District's Conflict of Interest Code is in compliance with the requirements of Government code Section 87302, but changes must be made to the District's Code to delete positions that have been changed or dissolved and add any new positions.

Recommendation:

It is recommended that the Board of Trustees authorizes submission of a revised Conflict of Interest Code to the Orange County Board of Supervisors, and that the Board of Trustees shall approve the revised Conflict of Interest Code in its 2020 biennial review of said Code.



Conflict of Interest Code EXHIBIT A (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Position	Disclosure Category	Files With	Status
Assistant Principal	OC-02	Agency	Unchanged
Assistant Superintendent	OC-01	Agency	Unchanged
Autism Specialist	OC-02	Agency	Unchanged
Board of Trustee	OC-01	COB	Unchanged
Consultant	OC-30	Agency	Unchanged
Director, Child Care Program	OC-02	Agency	Unchanged
Director, Educational Services	OC-02	Agency	Renamed
Reason: Position title updated to reflect updated title within organization.			
Director, Fiscal Services	OC-01	Agency	Unchanged
Director, Food Services	OC-02	Agency	Unchanged
Director, Human Resources	OC-02	Agency	Unchanged
Director, Maintenance, Operations and Facilities	OC-02	Agency	Added
Reason: Position title added to reflect updated title within organization.			
Director, Support Services	OC-02	Agency	Unchanged
Personnel Commissioner	OC-02	Agency	Unchanged
Principal	OC-02	Agency	Unchanged
Program Specialist	OC-02	Agency	Unchanged
Superintendent	OC-01	COB	Unchanged
Supervisor, Grounds	OC-01	Agency	Deleted
Reason: Position deleted and new title updated to reflect updated title within organization.			
Supervisor, Information Technology	OC-02	Agency	Unchanged
Supervisor, Maintenance	OC-01	Agency	Deleted
Reason: Position deleted and new title added to reflect updated titles within organization.			
Supervisor, Operations	OC-02	Agency	Renamed
Reason: Position title updated to reflect updated title within organization.			
Supervisor, Transportation	OC-01	Agency	Unchanged

Total: 21



Disclosure Descriptions EXHIBIT B (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 3



Master List of Agency Filers (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Crandall	Sandra		Board of Trustee		OC-01	Unchanged
Cunneen	Jim		Board of Trustee		OC-01	Unchanged
Files with Agency			Assistant Principal		OC-02	
Files with Agency			Assistant Superintendent		OC-01	
Files with Agency			Autism Specialist		OC-02	
Files with Agency			Consultant		OC-30	
Files with Agency			Director, Child Care Program		OC-02	
Files with Agency			Director, Educational Services		OC-02	
Files with Agency			Director, Fiscal Services		OC-01	
Files with Agency			Director, Food Services		OC-02	
Files with Agency			Director, Human Resources		OC-02	
Files with Agency			Director, Maintenance, Operations and Facilities		OC-02	
Files with Agency			Director, Support Services		OC-02	
Files with Agency			Personnel Commissioner		OC-02	
Files with Agency			Principal		OC-02	
Files with Agency			Program Specialist		OC-02	
Files with Agency			Supervisor, Information Technology		OC-02	
Files with Agency			Supervisor, Operations		OC-02	
Files with Agency			Supervisor, Transportation		OC-01	
Galindo	Jeanne		Board of Trustee		OC-01	Unchanged



Master List of Agency Filers (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Johnson	Mark		Superintendent		OC-01	Unchanged
Schultz	Lisa		Board of Trustee		OC-01	Unchanged
Schultz	Steve		Board of Trustee		OC-01	Unchanged

Grand Total: 23



Conflict of Interest Code EXHIBIT A (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Position	Disclosure Category	Files With
Assistant Principal	OC-02	Agency
Assistant Superintendent	OC-01	Agency
Autism Specialist	OC-02	Agency
Board of Trustee	OC-01	COB
Consultant	OC-30	Agency
Director, Child Care Program	OC-02	Agency
Director, Educational Services	OC-02	Agency
Director, Fiscal Services	OC-01	Agency
Director, Food Services	OC-02	Agency
Director, Human Resources	OC-02	Agency
Director, Maintenance, Operations and Facilities	OC-02	Agency
Director, Support Services	OC-02	Agency
Personnel Commissioner	OC-02	Agency
Principal	OC-02	Agency
Program Specialist	OC-02	Agency
Superintendent	OC-01	COB
Supervisor, Information Technology	OC-02	Agency
Supervisor, Operations	OC-02	Agency
Supervisor, Transportation	OC-01	Agency

Total: 19



Disclosure Descriptions EXHIBIT B (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

Grand Total: 3



Master List of Agency Filers (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Files With
Crandall	Sandra		Board of Trustee		OC-01	COB
Cunneen	Jim		Board of Trustee		OC-01	COB
Files with Agency			Assistant Principal		OC-02	Agency
Files with Agency			Assistant Superintendent		OC-01	Agency
Files with Agency			Autism Specialist		OC-02	Agency
Files with Agency			Consultant		OC-30	Agency
Files with Agency			Director, Child Care Program		OC-02	Agency
Files with Agency			Director, Educational Services		OC-02	Agency
Files with Agency			Director, Fiscal Services		OC-01	Agency
Files with Agency			Director, Food Services		OC-02	Agency
Files with Agency			Director, Human Resources		OC-02	Agency
Files with Agency			Director, Maintenance, Operations and Facilities		OC-02	Agency
Files with Agency			Director, Support Services		OC-02	Agency
Files with Agency			Personnel Commissioner		OC-02	Agency
Files with Agency			Principal		OC-02	Agency
Files with Agency			Program Specialist		OC-02	Agency
Files with Agency			Supervisor, Information Technology		OC-02	Agency
Files with Agency			Supervisor, Operations		OC-02	Agency
Files with Agency			Supervisor, Transportation		OC-01	Agency
Galindo	Jeanne		Board of Trustee		OC-01	COB



Master List of Agency Filers (Working Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Files With
Johnson	Mark		Superintendent		OC-01	COB
Schultz	Lisa		Board of Trustee		OC-01	COB
Schultz	Steve		Board of Trustee		OC-01	COB

Grand Total: 23



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: **2019-20 5-Year Capital Facilities Fund / Developer Fees Report**
DATE: December 9, 2020

Background:

Effective January 1, 1997, Senate Bill 1693 amended Government Code Sections 66001 and 66006 to impose more detailed reporting requirements for developer fees. SB 1693 amended Sections 66001(d) and 66006(b) to provide the following revised reporting requirement:

Section 66001(d)

“For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:”

- (1) Identify the purpose to which the fee is to be put.
 - a. Fees have been used to expand existing restrooms at Fulton Middle School and for other minor miscellaneous school site facilities needs.
- (2) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
 - a. Fees expended during this 5-year period were related to the improvement and modernization of existing facilities.
- (3) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements identified in paragraph (2) of subdivision (a).
 - a. The current fund balance is not presently committed to the completion of any in-progress or on-going projects. These fees do not adequately address all district facilities needs. The District has other dedicated funds available for this purpose.

- (4) Designate the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the appropriate account or fund.
 - a. All funds identified are on deposit and available.

Typically, the 5-year report is prepared at the same time as the annual Capital Facilities Fund / Developer Fees Report, which summarizes fees collected, interest earned and specific expenditures on projects during the most current fiscal year as required under section 66006(b)(1). That report was approved by the Board of Trustees after a public hearing at the September 3, 2020 meeting.

Attached is a schedule summarizing the five-year data as required under section 66001(d).

Recommendation:

It is recommended that the Board of Trustees accept the 5-year report on the use of the Capital Facilities Fund income and expenditures.

**FOUNTAIN VALLEY SCHOOL DISTRICT
FIVE YEAR SCHEDULE OF DEVELOPER FEES**

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

	2015-16	2016-17	2017-18	2018-19	2019-20
Beginning Balance	808,981.80	890,256.03	979,901.41	1,062,831.74	1,156,137.93
Income					
8660 Interest	5,404.12	7,955.19	13,116.13	22,975.93	23,085.62
8681 Developer Fees	120,393.31	84,784.21	72,359.85	72,992.39	104,301.98
8662 Net Change in Value of Investments	14.78	0.00	0.00	0.00	0.00
8699 Other Local	0.00	0.00	0.00	0.00	
Total Income	125,812.21	92,739.40	85,475.98	95,968.32	127,387.60
Total Resources Available	934,794.01	982,995.43	1,065,377.39	1,158,800.06	1,283,525.53
Expenditures					
2000					
3000					
4000 Supplies	17,216.29	0.00	0.00	0.00	0.00
5000 Services & Other Operating Expense	4,171.69	3,103.02	2,545.65	2,662.13	3,703.64
6000 Capital Outlay	23,150.00	0.00	0.00	0.00	316,711.00
7000 Other Outgo	0.00	0.00	0.00	0.00	0.00
Total Expenditures	44,537.98	3,103.02	2,545.65	2,662.13	320,414.64
Ending Balance	890,256.03	979,892.41	1,062,831.74	1,156,137.93	963,110.89

Notes:

- The current fund balance is not presently committed to the completion of any in-progress or on-going projects.

Only required every 5 years and was submitted for FY 2019-20



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Memorandum of Understanding with Orange County Department of Education (OCDE) Teacher Induction Program 2020-21 School Year**
DATE: December 17, 2020

Background:

The OCDE Induction Program was established to support teachers holding a preliminary educational specialist, multiple and/or single subject credential, issued by the Commission on Teacher Credentialing. All preliminary credentials require teachers to complete induction in order to obtain their Clear credential.

The Memorandum of Understanding maintains a formal working relationship between OCDE and Fountain Valley School District to provide FVSD new teachers with the new teacher induction program.

Fiscal Impact:

FVSD will cover the cost of induction for Year One and Year Two candidates at the cost of \$3600.00 per candidate. This year FVSD has eight (8) Year One candidates and six (6) Year Two candidates. The total fiscal impact will not exceed \$50,400.00

Recommendation:

It is recommended that the Board of Trustees approves the Memorandum of Understanding between OCDE and FVSD for the Teacher Induction Program.

**Orange County Superintendent of Schools
*Institute for Leadership Development***

Orange County Department of Education Teacher Induction Program

MEMORANDUM OF UNDERSTANDING

2020 - 2021

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District hereinafter referred to as “participating school district/school”, and Brandman University, University of the Pacific, Vanguard University and University of Phoenix hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE Teacher Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Teacher Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Downey Unified School District, Fountain Valley School District, GOALS Academy, Huntington Beach City School District, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Ocean View School District, Orange County Educational Arts Academy, Orange County School of the Arts, the Orange County Department of Education’s Special Schools and Programs, Westminster School District, participating charter schools, non-public schools, and private school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Teacher Induction Program Consortium is to provide quality professional development and support to candidates required by the Commission on Teacher Credentialing to clear their preliminary Multiple, Single Subject, and/or Education Specialist credentials through a CTC – approved Induction program. This support is provided by trained mentors who engage candidates in reflective practice and just in time support.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2020 and end on June 30, 2021.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's designee; the Coordinator of the OCDE Teacher Induction program. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of two (2) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and
 - c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the program staff.
2. SUPERINTENDENT agrees to the following:
 - a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Coordinator(s), and an Administrative Assistant to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE Teacher Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to two (2) substitute days per candidate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day. *Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30, 2021. See Exhibit A attached hereto and incorporated by reference herein.*

- k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
- l. Upon completion of the responsibilities defined in the 2020-2021 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800.00) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of One hundred eighty dollars (\$180.00) per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.* See Exhibit B attached hereto and incorporated by reference herein.
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 – 5	Candidates	\$1, 800.00
6 – 10	Candidates	\$2, 300.00
11 – 15	Candidates	\$2, 800.00
16 – 20	Candidates	\$3, 300.00
21 – 25	Candidates	\$3, 800.00
26 – 30	Candidates	\$4, 300.00
31 – 35	Candidates	\$4, 800.00
36 – 40	Candidates	\$5, 300.00
41 – 45	Candidates	\$5, 800.00
46 – 50	Candidates	\$6, 300.00

**For every additional 5 Candidates enrolled, the Lead Mentor stipend will be increased by \$500.00.*

- n. Provide each participating school/district an Assistant Lead Mentor stipend when the candidate enrollment exceeds twenty-five (25). The stipend is based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

26 – 30	Candidates	\$1, 000.00
31 – 35	Candidates	\$1, 200.00
36 – 40	Candidates	\$1, 400.00
41 – 45	Candidates	\$1, 600.00
46 - 50	Candidates	\$1, 800.00

**For every additional 5 Candidates enrolled, the Assistant Lead Mentor stipend will be increased by \$200.00.*

In the event that the district enrollment exceeds twenty-five (25) candidates, the school/district may opt to establish Co-Leads, in lieu of one Lead Mentor and Assistant Lead Mentor. In this case, the school/district will receive the combined amount (Lead Mentor stipend + Assistant Lead Mentor stipend) to divide equally among the two Co-Leads. Co-Leads must be established prior to the start of the program year.

Finally, in the event that an Assistant Lead Mentor is needed, for short-term support, due to extenuating circumstances and candidate enrollment is less than twenty-five (25), the OCDE Induction Advisory Council may approve a Five hundred dollars (\$500.00) stipend that will be paid to an identified individual to secure that support.

- o. Provide advisement, which may result in providing mentor support, for those potential candidates hired after the close of enrollment. See Exhibit C attached hereto and incorporated by reference herein.
 - p. Provide information for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Induction Program Standards and/or other current educational issues.
 - q. Establish one (1) monthly Lead Mentor meeting from August – May to review program content and address Mentor needs. The OCDE Teacher Induction Program will reimburse the participating school/district at a rate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day used by the Lead Mentor.
 - r. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments.
 - s. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - t. Organize and facilitate OCDE Teacher Induction Program evaluations. Establish and maintain accurate records for the OCDE Teacher Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS AND INDEPENDENT SCHOOLS COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Remit payment of Three thousand six hundred dollars (\$3,600.00) per Candidate with their school or district by May 1, 2021.
 - b. Identify a senior level administrator with decision making authority to serve as the school/district's "point of contact" for the OCDE Teacher Induction program. This individual will sit on the OCDE Induction Advisory Council and adhere to the decisions made by the Council regardless of whether he/she is present during Council sessions. *Please note: In the case where this individual cannot attend the Council meeting, a designee will be sent to represent this school/district or independent school.*
 - c. Support the identification of the Lead Mentor by the OCDE Teacher Induction Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined Induction program design and complete all required paperwork in a timely manner.
 - d. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and enrollment of perspective candidates according to commission-defined criteria for

eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.

- e. Ensure that all newly-enrolled candidates participate in an advisement session and verify this advisement by signing the Candidate Letter of Commitment and Advisement for each Candidate enrolled.
- f. Ensure that the OCDE Teacher Induction program is notified of potential candidates hired beyond the standard OCDE Teacher Induction program enrollment period. See exhibit C.
- g. Ensure that all candidates and mentors participate in monthly network meeting(s).
- h. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and selection of mentors according to the established OCDE Induction Program criteria and process.
- i. Ensure that all mentors understand the requirements of the OCDE Induction Program as defined for candidates and mentors.
- j. Ensure that all mentors attend all training required as defined for each mentor track i.e.; new mentor or returning mentor.
- k. Support the Candidate in the development and implementation of an Individual Learning Plan, which may not be used for evaluative purposes.
- l. Ensure the appropriate tracking of all Substitute coverage used for the OCDE Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30, 2021. SUPERINTENDENT will approve the invoice and release the funds no later than June 30, 2021. SUPERINTENDENT reserves the right to make additional adjustments based on confirmed use of Substitute days.
- m. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to SUPERINTENDENT no later than May 1, 2021. SUPERINTENDENT will approve the disbursement and release the funds no later than June 30, 2021. SUPERINTENDENT reserves the right to make additional adjustments to final disbursement amount. Upon receipt of funds, the independent school or member district will issue Mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
- n. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
- o. Participate in the evaluation of SB 2042 standards of the Induction Program.
- p. Ensure that all Site Administrators who supervise an OCDE Teacher Induction Candidate participate in the following: Triad Meetings, review of program newsletters, Exit Presentations, End-of-Year Colloquium and all program evaluations.

4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
 - a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.
 - b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
 - c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
 - d. Participate in the development, assessment, and evaluation of the Induction Program.
 - e. Provide information to Consortium participants regarding university program opportunities as appropriate.
 - f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:
 - a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
 - b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
 - c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
 - d. In the event that a candidate chooses to withdraw from the OCDE Teacher Induction Program, that school/district will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
 - e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating

school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

PARTICIPATING

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

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

F. SHARED ACCOUNTABILITY

1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of candidates, Mentors, and School Site Administrators annually.
 - c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - d. Collaborate in stakeholder meetings with candidates and Mentors to make program recommendations and revisions.
 - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Teacher Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE Teacher Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

By: Patricia McCaughey
Authorized Signature

Printed Name Patricia McCaughey

Title: Administrator

Date: November 4, 2020

FountainValleySD-InductionMOU-Tuition(50921)21
Zip5

Fountain Valley School District

By: Cathie Aleo
Authorized Signature

Printed Name: Cathie Aleo

Title: Asst. Supt. Personnel.

Date: 11-11-2020

Board meeting of December 17, 2020



Fountain Valley School District
Support Services
2020-2021 G

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2020-2021-G**
DATE: December 14, 2020

Background:

According to the Special Education Settlement Agreement signed on November 17, 2020, between Parents and the Fountain Valley School District, it was agreed to compensatory reimburse parents not to exceed Four Thousand Dollars (\$4,000.00). The Parties acknowledge that the Agreement shall cover the costs of Deaf or Hard of Hearing (“DHH”) services Parents procure for Student from the John Tracy Clinic incurred during the 2020-2021 school year through June 30, 2021. Any and all proof of payment documentation for the Compensatory DHH Services shall be provided to the District on or by August 31, 2020 or is otherwise forfeit. Term of settlement is through June 30, 2021.

Fiscal Impact:

Not to exceed \$4,000.00

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement 2020-2021-G.